

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 20-14**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated September 1, 2020 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and ALL AMERICAN ASPHALT, a California corporation ("CONTRACTOR").

CITY desires to construct the public work and improvements described below under Scope of Work, Paragraph 1 ("Work").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of the following along Bear Street between the I-405 freeway and Baker Street in the City of Costa Mesa: mobilization; clearing and grubbing; saw-cutting, removal and reconstruction of existing pavement; milling of existing Asphalt Concrete (AC) surface; hauling, placement, and compaction of AC base course, AC leveling course, and Asphalt Rubberized Hot Mix Gap Graded (ARHMG); adjustment of manholes and water valves to grades; removal and reconstruction of sidewalks, and removal and reconstruction of ADA ramps; signing; striping; and traffic control, in accordance with the CITY's plans and specifications.

The Work is further described in the "Contract Documents" referred to below.

The Project is known as the Bear Street Improvement Project (I-405 to Baker Street), City Project No. 20-14 ("Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- a. This Agreement;
- b. CONTRACTOR's bid (Exhibit A);
- c. Bid Package, as reflected in Bid Addendum No. 1, including complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions (Exhibit B);
- d. Addenda to the Bid Package (Exhibit C);
- e. Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond (Exhibit D);
- f. Drug-Free Workplace Policy (Exhibit E);
- g. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); and
- h. All addenda setting forth any modifications or interpretations of the above documents.

The documents attached hereto are incorporated herein by this reference. The Greenbook is incorporated by reference as if fully set forth herein. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is Baltazar Mejia, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 8 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. CONTRACT PRICE.

Six Hundred Fifty-Seven Thousand Seven Hundred Seventy-Seven Dollars (\$657,777.00).

8. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within fifty (50) working days from the first day of commencement of the Work.

9. TERMINATION.

(a) Termination for Convenience.

CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall

automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \$500.00 as liquidated damages for each day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 9 (Termination), of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a)

give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 10 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

13. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

14. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

15. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

16. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order

by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's Work under this Agreement; CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from

the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

17. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

18. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury

Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the Bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY

against CONTRACTOR.

19. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California,

including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 20 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or

by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

20. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 19 (Indemnification) of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors,

if any, to do likewise under their workers' compensation insurance policies.

(b) Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

(2) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(3) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

21. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the Risk Management.

22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

23. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with the Davis-Bacon Act (40 U.S.C. section 276a) and with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776.

CONTRACTOR shall furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

24. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto as Exhibit E. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

27. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

28. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

29. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail,

postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Baltazar Mejia, P.E., Interim City Engineer

Notices required to be given to CONTRACTOR shall be addressed as follows:

All American Asphalt, Inc.
400 E. Sixth Street
Corona, CA 92879
Attn: Edward J. Carlson, Vice-President

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Fidelity and Deposit Company of Maryland
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
Attn: Melissa DeKoven

30. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that

CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

31. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

32. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

33. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

34. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

35. ASSIGNABILITY.

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

36. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

37. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement,

are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

40. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison
City Manager

Date: 9/23/2020

CONTRACTOR

All American Asphalt

Edward J. Carlson

Signature

Edward J. Carlson, Vice President

Name and Title

Date: 9/9/2020

Michael Farkas

Signature

Michael Farkas, Secretary

Name and Title

Date: 9/9/2020

ATTEST:

Brenda Green

Brenda Green
City Clerk



Date: 9/24/2020

APPROVED AS TO FORM:

Kimberly Hall Barlow

Kimberly Hall Barlow
City Attorney

Date: 9/17/2020


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 9/14/2020

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: September 10, 2020

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 9-15-2020



Baltazar Mejia, P.E.
Interim City Engineer

Date: 9-14-2020

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

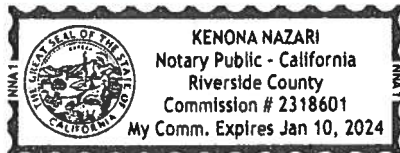
State of California

County of RiversideOn September 9, 2020 before me, Kenona Nazari, Notary Public
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson and Michael Farkas
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature *Kenona Nazari*
Signature of Notary Public**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Agreement – City of Costa Mesa - SignatureDocument Date: September 9, 2020 Number of Pages: 23Signer(s) Other Than Named Above: None**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: Michael Farkas☐ Individual☒ Corporate Officer — Title(s): Secretary☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

EXHIBIT A
CONTRACTOR'S BID

Bear Street Improvement Project – I-405 to Baker Street, City Project No.20-14
for
CITY OF COSTA MESA – DO NOT OPEN WITH REGULAR MAIL
in the

EXHIBIT A - CONTRACTOR'S BID

RECEIVED
CITY CLERK
20 JUL 20 AM 9:55
CITY OF COSTA MESA
BY GIG



ALL AMERICAN
ASPHALT

AN EQUAL OPPORTUNITY EMPLOYER

PUBLIC WORKS

T 951-736-7600 F 951-739-4671
EMAIL: PUBLICWORKS@ALLAMERICANASPHALT.COM
400 E. SIXTH STREET P.O. BOX 2229 CORONA, CA 92878-2229
CONTRACTORS LICENSE #267073 A.C12 DIR #1000001051

LT
ES



ALL AMERICAN
ASPHALT

AN EQUAL OPPORTUNITY EMPLOYER

P.O. BOX 2229, CORONA, CA 92878-2229

TO: Costa Mesa City Clerk's Office
77 Fair Drive, Costa Mesa
California 92626

RETURN REQUESTED

EXHIBIT A - CONTRACTOR'S BID



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: July 17, 2020

TO: ALL PROSPECTIVE BIDDERS

**SUBJECT: BID ADDENDUM NO. 3 –
BEAR STREET IMPROVEMENT PROJECT (I-405 TO BAKER ST.)
CITY PROJECT NO. 20-14**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to seung.yang@costamesa.ca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: 
Edward J. Carlson, Vice President

Company: All American Asphalt

All bidders shall register with CIPLIST.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check CIPLIST.com on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

- Attached herein and replace in its entirety, Sheet No's. 15 and 16 of the street and traffic improvement plans titled "CITY OF COSTA MESA ROAD REHABILITATION PROJECT BAKER STREET IMPROVEMENTS – I-405 TO BAKER STREET CAPITAL IMPROVEMENT PROJECT NO. 20-14."
- On Sheet "GP-1" in the NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS in SECTION D – GENERAL PROVISIONS in subsection 1-2 GENERAL, the second (2nd) paragraph shall be replaced in its entirety with the following:

Where specified in these specifications, the latest edition of the California Building Code, based on the latest edition of the International Building Code, the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," "Standard Plans of the Orange County Environmental Management Agency," and "Los Angeles County Flood Control District, Design Manual, Standard Drawings" shall apply *or unless otherwise noted in these specifications.*

EXHIBIT A - CONTRACTOR'S BID

Bid Addendum No. 3

Project and Specifications No. 20-14

- On Sheet "SP-40" in the NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS in SECTION E – SPECIAL PROVISIONS and in PART 7 STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS in subsection 701-17 TRAFFIC SIGNAL CONSTRUCTION, this subsection / paragraph shall be replaced in its entirety with the following:

Sections 86 and 87 of the 2010 Standard Specifications and Standard Plan of the State of California, Department of Transportation (Caltrans), Division of Highways, shall apply to all construction materials, methods, and payment, except as stated herein for Traffic Signal Construction. The Contractor shall visit the site during the bidding phase to estimate the quantities for replacement of existing systems as specified. Contractor shall also obtain existing record drawings for further verification of striping layout, which is also covered under Section 314-1 of these Special Provisions. Any changes or deviations between the plans and field markings shall be at the engineers' discretion at no additional expense.

- The remainder of the *Bid Contract Documents and Specifications* shall remain unchanged.

This Bid Addendum No. 3 must be acknowledged by signing on page "P-4" of the *Bid Contract Documents and Specifications*.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at seung.yang@costamesaca.gov.

Please acknowledge receipt of ALL three (3) addenda (Bid Addendums No. 1, No. 2 and No. 3) by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Seung Yang
Principal Civil Engineer

BID ADDENDUM #3 - FOR BIDDING PURPOSES ONLY



EXHIBIT A - CONTRACTOR'S BID

Kenona Nazari

From: Kenona Nazari
Sent: Friday, July 17, 2020 10:39 AM
To: 'YANG, SEUNG'
Subject: RE: (City of Costa Mesa, CA) Bid Addendum #3 for the Bear St. Improvement Project, No. 20-14
Attachments: Addendum No. 3 - Acknowledge Signature.pdf

Seung,

I have attached the signed Addendum No. 3 acknowledging that All American Asphalt received. Have a great weekend! We look forward to a great bid on Monday.

Thank you

Kenona Nazari

From: YANG, SEUNG [mailto:SEUNG.YANG@costamesaca.gov]
Sent: Friday, July 17, 2020 10:09 AM
To: Kenona Nazari <kenona.nazari@allamericanasphalt.com>
Subject: RE: (City of Costa Mesa, CA) Bid Addendum #3 for the Bear St. Improvement Project, No. 20-14

Dear Kenona,

Good morning!

This is to let you know that **Bid Addendum #3** for the *Bear St. Improvement Project, No. 20-14*, for the *City of Costa Mesa* has been uploaded onto [BIDNET](#).

Please proceed to the site and download it, read it, sign it, and send back to me the Acknowledgment Form before July 20, 2020. Preferably, please send to me before the end of business day today, Friday, 07/17/2020.

Please be aware that you must also sign page "P-4" of the bid contract documents as well.

EXHIBIT A - CONTRACTOR'S BID

If you have any questions, please contact me.
My contact information is shown below.

Thank you!

***** Until further notice, Costa Mesa City Hall is closed to the public in keeping with Governor Newsom's direction regarding COVID-19. The City leadership team is committed to continuing to provide essential city services and will be providing services to the public online, via telephone and through our website in order to follow the Governor's guidance and reduce the potential spread of COVID-19.***

*In the interim, please call or email if you have any further questions. ***

Seung Yang
Principal Civil Engineer




Costa Mesa

Public Services Department
77 Fair Drive (4th Floor)
Costa Mesa, California 92626
PH: (714) 754-5633
FAX: (714) 754-5028
e-mail: seung.yang@costamesa.org

[Click here to report this email as spam.](#)

EXHIBIT A - CONTRACTOR'S BID

Kenona Nazari

From: YANG, SEUNG <SEUNG.YANG@costamesaca.gov>
Sent: Friday, July 17, 2020 10:44 AM
To: Kenona Nazari
Subject: RE: (City of Costa Mesa, CA) RECEIVED ~ Signed Addendum #3
Importance: High

Dear Kenona,

Good morning again!

Thank you for submitting your signed **Bid Addendum #3** acknowledgment for the *Bear St. Improvement Project, No. 20-14*.

Please let this e-mail serve as your confirmation.

Also, please be sure to acknowledge the receipt of Bid Addendum #3 on page "P-4" of the bid contract documents.

If you have any questions, please contact me.
My contact information is shown below.

Thank you and have a great weekend!

***** Until further notice, Costa Mesa City Hall is closed to the public in keeping with Governor Newsom's direction regarding COVID-19. The City leadership team is committed to continuing to provide essential city services and will be providing services to the public online, via telephone and through our website in order to follow the Governor's guidance and reduce the potential spread of COVID-19.***

*In the interim, please call or email if you have any further questions. ***

Seung Yang
Principal Civil Engineer

EXHIBIT A - CONTRACTOR'S BID



Costa Mesa

Public Services Department
77 Fair Drive (4th Floor)
Costa Mesa, California 92626
PH: (714) 754-5633
FAX: (714) 754-5028
e-mail: seung.yang@costamesaca.gov

From: Kenona Nazari [mailto:kenona.nazari@allamericanasphalt.com]
Sent: Friday, July 17, 2020 10:39 AM
To: YANG, SEUNG <SEUNG.YANG@costamesaca.gov>
Subject: RE: (City of Costa Mesa, CA) Bid Addendum #3 for the Bear St. Improvement Project, No. 20-14

Seung,

I have attached the signed Addendum No. 3 acknowledging that All American Asphalt received. Have a great weekend! We look forward to a great bid on Monday.

Thank you

Kenona Nazari

From: YANG, SEUNG [mailto:SEUNG.YANG@costamesaca.gov]
Sent: Friday, July 17, 2020 10:09 AM
To: Kenona Nazari <kenona.nazari@allamericanasphalt.com>
Subject: RE: (City of Costa Mesa, CA) Bid Addendum #3 for the Bear St. Improvement Project, No. 20-14

Dear Kenona,

Good morning!

This is to let you know that **Bid Addendum #3** for the *Bear St. Improvement Project, No. 20-14*,

EXHIBIT A - CONTRACTOR'S BID
for the *City of Costa Mesa* has been uploaded onto [\[redacted\]](#)

Please proceed to the site and download it, read it, sign it, and send back to me the Acknowledgment Form before July 20, 2020. Preferably, please send to me before the end of business day today, Friday, 07/17/2020.

Please be aware that you must also sign page "P-4" of the bid contract documents as well.

If you have any questions, please contact me.
My contact information is shown below.

Thank you!

*** Until further notice, Costa Mesa City Hall is **closed** to the public in keeping with Governor Newsom's direction regarding COVID-19. The City leadership team is committed to continuing to provide essential city services and will be providing services to the public online, via telephone and through our website in order to follow the Governor's guidance and reduce the potential spread of COVID-19.*

*In the interim, please call or email if you have any further questions. ***

Seung Yang
Principal Civil Engineer



**Costa Mesa**

Public Services Department
77 Fair Drive (4th Floor)
Costa Mesa, California 92626
PH: (714) 754-5633
FAX: (714) 754-5028
e-mail: [\[redacted\]](#)

Click [\[redacted\]](#) to report this email as spam.

EXHIBIT A - CONTRACTOR'S BID



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628 1200

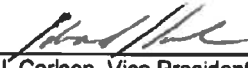
FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: July 9, 2020

TO: ALL PROSPECTIVE BIDDERS

**SUBJECT: BID ADDENDUM NO. 2 –
BEAR STREET IMPROVEMENT PROJECT (I-405 TO BAKER ST.)
CITY PROJECT NO. 20-14**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to seung.yang@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: 
Edward J. Carlson, Vice President
Company: All American Asphalt

All bidders shall register with CIPLIST.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check CIPLIST.com on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

- On Sheet "P-1," in the second paragraph, the words "THIRTY (30) WORKING DAYS" shall be changed to "FIFTY (50) WORKING DAYS."
- The remainder of the *Bid Contract Documents and Specifications* shall remain unchanged.

This Bid Addendum No. 2 must be acknowledged by signing on page "P-4" of the *Bid Contract Documents and Specifications*.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at seung.yang@costamesaca.gov.

Please acknowledge receipt of all addenda (BOTH Bid Addendums No. 1 and No. 2) by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Seung Yang
Principal Civil Engineer

EXHIBIT A - CONTRACTOR'S BID

Kenona Nazari

From: YANG, SEUNG <SEUNG.YANG@costamesaca.gov>
Sent: Monday, July 13, 2020 10:05 AM
To: Kenona Nazari
Subject: RE: (City of Costa Mesa, CA) ~ Receipt Acknowledgment for Bid Addendum #2 ~ Bear St. Improvement Project, No. 20-14

Dear Kenona ,

Good morning!

Please let this e-mail be your receipt / confirmation that the City received your signed **Bid Addendum No. 2** for the *Bear St. Improvement Project, No. 20-14*.

Please also remember to sign on Page P-4 of the contract bid documents.

If you have any questions, please contact me.
My contact information is shown below.

Thank you!

*** Until further notice, Costa Mesa City Hall is closed to the public in keeping with Governor Newsom's direction regarding COVID-19. The City leadership team is committed to continuing to provide essential city services and will be providing services to the public online, via telephone and through our website in order to follow the Governor's guidance and reduce the potential spread of COVID-19.*

*In the interim, please call or email if you have any further questions. ***

Seung Yang
Principal Civil Engineer




Costa Mesa

Public Services Department
77 Fair Drive (4th Floor)
Costa Mesa, California 92626
PH: (714) 754-5633
FAX: (714) 754-5028
e-mail: seung.yang@costamesaca.gov

From: Kenona Nazari [mailto:kenona.nazari@allamericanasphalt.com]
Sent: Monday, July 13, 2020 9:22 AM

EXHIBIT A - CONTRACTOR'S BID

To: YANG, SEUNG <SEUNG.YANG@costamesaca.gov>

Subject: FW: Acknowledgement - Addendum No. 2 - City of Costa Mesa - Bear St. Improvement ~ City Project No 20-14 - Addendum No. 2 - Acknowledgement

Please see the attachment.

From: Kenona Nazari

Sent: Monday, July 13, 2020 9:20 AM

To: 'SEUNG.YANG@costamesaca.gov' <SEUNG.YANG@costamesaca.gov>

Subject: Acknowledgement - Addendum No. 2 - City of Costa Mesa - Bear St. Improvement ~ City Project No 20-14 - Addendum No. 2 - Acknowledgement

Good morning Seung,

Hope you had a wonderful weekend. Please see this as an acknowledgement to the Addendum No. 2. Have a wonderful day.

Thank you

Kenona Nazari

Public Works Contract Administrator

400 East Sixth Street

Corona, CA 92879

kenona.nazari@allamericanasphalt.com

Phone: (951) 736-7600 ext. 236

Fax: (951) 736-7646



Click [here](#) to report this email as spam.

EXHIBIT A - CONTRACTOR'S BID



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628 1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: July 1, 2020
TO: ALL PROSPECTIVE BIDDERS
SUBJECT: BID ADDENDUM NO.1 –
BEAR STREET IMPROVEMENT PROJECT (I-405 TO BAKER ST.)
CITY PROJECT NO. 20-14

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to seung.yang@costamesa.ca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Edward J. Carlson, Vice President

Company: All American Asphalt

All bidders shall register with CIPLIST.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check CIPLIST.com on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety:

- The complete 203-page document entitled: "NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS FOR BEAR STREET IMPROVEMENT PROJECT – I-405 TO BAKER STREET, CITY PROJECT NO. 20-14." Otherwise known as the "Bid Contract Documents and Specifications."
- The complete 16-sheet street and traffic improvement plans entitled: "CITY OF COSTA MESA ROAD REHABILITATION PROJECT, BEAR STREET IMPROVEMENTS – I-405 FREEWAY TO BAKER STREET CAPITAL IMPROVEMENT PROJECT NO. 20-14."

Both of the above are labeled "BID ADDENDUM #1 – FOR BIDDING PURPOSES ONLY" in red on each page / sheet.

Both of the above are to be downloaded by each prospective bidder through CIPLIST.com and acknowledged by signing on page "P-4."

EXHIBIT A - CONTRACTOR'S BID

Bid Addendum No. 1
Project and Specifications No. 20-14

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at seung.yang@costamesaca.gov.

Please acknowledge receipt of all addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Seung Yang
Principal Civil Engineer

SY: Attachments

EXHIBIT A - CONTRACTOR'S BID

Kenona Nazari

From: YANG, SEUNG <SEUNG.YANG@costamesaca.gov>
Sent: Thursday, July 09, 2020 8:25 PM
To: Kenona Nazari
Subject: RE: (City of Costa Mesa, CA) RECEIVED ~ Bid City Project No 20-14 - Addendum No. 1 - Acknowledgement - All American Asphalt

Dear Kenona,

Good evening!

Please let this e-mail be your receipt / confirmation that the City received your signed **Bid Addendum No. 1** for the *Bear St. Improvement Project, No. 20-14*.

Please also remember to sign on Page P-4 of the contract bid documents.

Bid Addendum No. 2 will be posted. Just a minor change on the number of working days. Please check on *CIPList.com* in the coming days.

If you have any questions, please contact me.
My contact information is shown below.

Thank you!

***** Until further notice, Costa Mesa City Hall is closed to the public in keeping with Governor Newsom's direction regarding COVID-19. The City leadership team is committed to continuing to provide essential city services and will be providing services to the public online, via telephone and through our website in order to follow the Governor's guidance and reduce the potential spread of COVID-19.***

*In the interim, please call or email if you have any further questions. ***

Seung Yang
Principal Civil Engineer

EXHIBIT A - CONTRACTOR'S BID



Public Services Department
77 Fair Drive (4th Floor)
Costa Mesa, California 92626
PH: (714) 754-5633
FAX: (714) 754-5028
e-mail: seung.yang@costamesaca.gov

From: Kenona Nazari [mailto:kenona.nazari@allamericanasphalt.com]
Sent: Wednesday, July 8, 2020 2:27 PM
To: YANG, SEUNG <SEUNG.YANG@costamesaca.gov>
Subject: City of Costa Mesa - Bid City Project No 20-14 - Addendum No. 1 - Acknowledgement - All American Asphalt

Good afternoon,

Please see the signed Addendum No. 1 acknowledging we have received it. Thank you very much and have a wonderful day.

Thank you,

Kenona Nazari



Public Works Contract Administrator
400 East Sixth Street
Corona, CA 92879
kenona.nazari@allamericanasphalt.com
Phone: (951) 736-7600 ext. 236
Fax: (951) 736-7646

Click [here](#) to report this email as spam.

EXHIBIT A - CONTRACTOR'S BID

Kenona Nazari

From: Kenona Nazari
Sent: Wednesday, July 08, 2020 2:26 PM
To: 'seung.yang@costamesaca.gov'
Subject: City of Costa Mesa - Bid City Project No 20-14 - Addendum No. 1 - Acknowledgement - All American Asphalt
Attachments: City Project No 20-14 - Acknowledging Addendum No. 1- City of Costa Mesa.pdf

Good afternoon,

Please see the signed Addendum No. 1 acknowledging we have received it. Thank you very much and have a wonderful day.

Thank you,

Kenona Nazari



Public Works Contract Administrator
400 East Sixth Street
Corona, CA 92879
kenona.nazari@allamericanasphalt.com
Phone: (951) 736-7600 ext. 236
Fax: (951) 736-7646

EXHIBIT A - CONTRACTOR'S BID

SECTION C PROPOSAL FOR THE BEAR STREET IMPROVEMENTS PROJECT – I-405 TO BAKER STREET CITY PROJECT NO. 20-14

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE BEAR STREET IMPROVEMENTS PROJECT – I-405 TO BAKER STREET, CITY PROJECT NO. 20-14, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN THIRTY (30) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

PROPOSAL BASE BID SCHEDULE (A)					
ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization	1	L.S.	\$ 20,106 \$ 42,606	\$ 20,106 \$ 42,606
2	Additional Work Items	1	F.A.	\$ 25,000	\$ 25,000
3	Remove & Reconstruct Asphalt Concrete Section at I-405 Bridge Approach	500	S.F.	\$ 17	\$ 8,500
4	Type "C" Asphalt Concrete Leveling Course	1,700	TONS	\$ 70	\$ 119,000
5	Type "GG-C" Asphalt Rubber Hot Mix (ARHM) Surface Course	2,800	TONS	\$ 84	\$ 235,200
6	Remove and Construct ADA Curb Ramps	7	EA	\$ 7,000	\$ 49,000
7	Remove and Reconstruct Concrete Sidewalk	874	S.F.	\$ 14	\$ 12,236

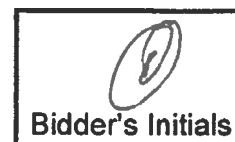
EXHIBIT A - CONTRACTOR'S BID

PROPOSAL BASE BID SCHEDULE (A) (Continued)

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
8	Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)	1	L.S.	\$ 34000	\$ 34000
9	Adjust and Reset Existing Survey Monuments and Ties	2	EA	\$ 1020	\$ 2040
10	Adjust Manhole Covers to Grade	3	EA	\$ 1200	\$ 3600
11	Adjust Water Valve to Grade	17	EA	\$ 850	\$ 14450
12	Cold Mill (3" MIN Depth)	225,000	S.F.	\$.34	\$ 76500
13	Temporary Traffic Control	1	L.S.	\$ 31000	\$ 31000
14	Install No. 6 (T) Traffic Pull Box	2	EA	\$ 1070	\$ 2140
15	Install 4" Dia. Conduit PVC Sch. 80	85	L.F.	\$ 87	\$ 7395
16	Remove and Install Type E Traffic Signal Loop Detector	51	EA	\$ 250	\$ 12750
17	Remove and Install Type F or Type D Circular Traffic Signal Loop Detector	18	EA	\$ 270	\$ 4860
TOTAL BASE BID AMOUNT (A) FIGURES:				657,777.00	

TOTAL BASE BID AMOUNT (A) (Words):

Six hundred fifty seven thousand Seven hundred
Seventy Seven dollars



P-1a

BID PROPOSAL

BID ADDENDUM #1 - FOR BIDDING PURPOSES ONLY

EXHIBIT A - CONTRACTOR'S BID

PROPOSAL ADDITIVE #1 BID SCHEDULE (B)					
ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (In figures)	ITEMS TOTAL (In figures)
A1	Furnish and Install Autoscope Vision Video Detection System	1	LS	\$ 100,000	\$ 100,000
TOTAL ADDITIVE BID AMOUNT (B) FIGURES:				100,000	

TOTAL ADDITIVE BID AMOUNT (B) (Words):

one hundred thousand dollars

The award of the Contract shall be based on the lowest responsive Base Bid amount. Should the CITY authorize the Base Bid and Additive #1 Bid, the quantities of Base Bid Items #16 and #17 will be adjusted accordingly to reflect the Additive #1 Bid Item Scope of Work and the award amount shall be as specified as the cumulative total of the adjusted Base Bid (A) and Additive #1 (B) amount. The CITY also reserves the right to reject all Bids.



Edward J Carlson, Vice President

P-1b

BID PROPOSAL

BID ADDENDUM #1 - FOR BIDDING PURPOSES ONLY

EXHIBIT A - CONTRACTOR'S BID

PROPOSAL BID SCHEDULE (CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

5. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).



Edward J Carlson, Vice President

BID PROPOSAL

P-1c

BID ADDENDUM #1 - FOR BIDDING PURPOSES ONLY

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) EC 657,777.00 Six hundred ~~four~~ ^{fifty} seven
thousand seven hundred (\$ 657,777.00)
Seventy seven dollars in figures
Contractor's Lawful Name: All American Asphalt

Bidder's Name: Edward J Carlson, Vice PresidentBidder's Initials: ECContractor's License No. 267073Expiration: 1/31/2022Contractor's Taxpayer I.D. Number: 95-2595043Contractor's DIR Registration Number: 1000001051Signature: [Signature]

Edward J Carlson, Vice President

Date: 7/13/2020Contractor's Address: 400 E Sixth StreetCorona, CA 92879Telephone Number: (951) 736-7600Mobile No.: () N/AFax Number: (951) 763-7646E-mail: PUBLICWORKS@ALLAMERICANASPHALT.COM**24-Hour Emergency Contacts:**Edward J Carlson, Vice President

Name

Telephone Number: (951) 736-7600Mobile No.: () N/AMaurice Ramirez, Project Manager

Name

Telephone No.: (951) 736-7600 x242Mobile No.: () N/AN/A

Name

Telephone No.: ()

Mobile No.: ()

EC
Bidder's Initials

Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

PROPOSAL SCHEDULE (CONTINUED)

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of 10% Bidders Bond (\$) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.


Bidder's Initials
Edward J Carlson, Vice President

Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

Respectfully Submitted,

All American Asphalt
Contractor's Business Name
PO. Box 2229
Business Address: Street
Corona CA 92878
City State Zip
(951) 736-7600
Business Phone Number
Edward J Carlson, Vice President
Name Title
Corona CA 92879
City State Zip

Edward J Carlson, Vice President
Contractor Title
Singed By
267073 A.C-12 1/31/2022
Contractor's License No. and Classification Exp. Date
7/13/2022
Date
400 East Sixth Street, Corona CA 92879
Residence: Street
(951) 736-7600
Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☒ Corporation

Taxpayer I.D. Number: 95-2595043

Name Mark Luer, President
Name Edward J Carlson, Vice President
Name Michael Farkas, Secretary

Can Sign

☒
☒
☒

Must Sign

☐
☐
☐

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: N/A

Name N/A

Address

Name N/A

Address

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Mark Luer, President
Edward J Carlson, Vice President
Michael Farkas, Secretary


Bidder's Initials
Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

Bidder shall signify receipt of all Addenda here, if any:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
<u>1</u>	<u>7/8/2020</u>	<u>Edward J. Carlson, Vice President</u>
<u>2</u>	<u>7/9/2020</u>	<u>Edward J. Carlson, Vice President</u>
<u>3</u>	<u>7/17/2020</u>	<u>Edward J. Carlson, Vice President</u>

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

[illegible]



Bidder's Initials
Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

2019

PAST WORK REFERENCES

City of Simi Valley
2929 Tapo Canyon Rd.
Simi Valley, CA 93063
Contact: Sarah Sheshebor (805)583-6792
ssheshebor@simivalley.org

Simi Valley Minor Street Rehabilitation
Contract Amount: \$510,124.25
Start Date: 07/2019
End Date: 08/2019

County of Ventura
501 Poli Street
Ventura, CA 93001
Contact: Christopher Solis (805) 654-2054
chris.solis@ventura.org

Yerba Buena Area Resurfacing Project
Contract Amount: \$3,919,808.95
Start Date: 06/2019
End Date: 12/2019

City of Stanton
7800 Katella Avenue
Stanton, CA. 90680
Contact: Guillermo Perez (714) 890-4204
gperez@ci.stanton.ca.us

2019 Citywide Street Resurfacing
Contract Amount: \$1,206,869.00
Start Date: 10/2019
End Date: 12/2019

City of Compton
205 S. Willowbrook Avenue
Compton, CA. 90220
Contact: John Strickland (310) 605-5505
jstrickland@comptoncity.org

Road Repair Service (Pothole Repair)
Contract Amount: \$1,019,100.00
Start Date: 08/2019
End Date: 11/2019

City of San Clemente
910 Calle Negocio
San Clemente, CA. 92673
Contact: Darra Koger (949) 361-3138
kogerD@san-clemente.org

Street Rehabilitation for S. Avenue LA
Esperanza
Contract Amount: \$384,055.00
Start Date: 09/2019
End Date: 10/2019

City of South Gate
8650 California Avenue
South Gate, CA. 90280
Contact: John Rico (323) 563-9594
jrico@sogate.org

Circle Park Driveway Project
Contract Amount: \$268,576.00
Start Date: 06/2019
End Date: 09/2019

EXHIBIT A - CONTRACTOR'S BID

2019

PAST WORK REFERENCES

Pardee Homes
1250 Corona Pointe Court, Ste. 600
Corona, CA. 92879
Contact: Nick Lasher (951) 428-4442
nick.lasher@pardeehomes.com

Contract Amount: \$5,062,746.00
Start Date: 11/2018
End Time: 08/2019

City of Fontana
8353 Sierra Avenue
Fontana, CA. 92335
Contact: Kimberly Young (909) 350-7632
kyoung@fontana.org

Citrus Avenue Improvements
Contract Amount: \$502,730.00
Start Date: 08/2018
End Date: 10/2019

DR Horton
2280 Wardlow Circle Ste. 100
Corona, CA. 92880
Contact: Keith Alex (951) 830-5872
kalex@drhorton.com

Singlton Road
Contract Amount: \$1,684,000.00
Start Date: 07/2018
End Date: 12/2019

SL Ontario Development Co LLC
13201 9th Street
Chino, CA 91710
Contact: Kavous Emami (909) 628-6234

Eucalyptus Street Improvements
Contract Amount: \$1,580,580.00
Start Date: 3/2018
End Date: 10/2019

Irvine Community Development Company
550 Newport Center Dr. Ste. 550 B2
Newport Beach, CA. 92660
Contact: Mike Morse (949) 720-2560

Portola Springs PA-6 Enclave 5B Phase1, 2
Contract Amount: \$2,055,055.00
Start Date: 09/2018
End Date: 12/2019

City of Downey
11111 Brookshire Avenue
Downey, CA. 90241
Contact: Desi Gutierrez, (562) 904-7110
dgutierr@downeyca.org

FY 18/19 Slurry Seal Project
Contract Amount: \$313,425.87
Start Date: 06/2019
End Date: 12/2019

Railroad Canyon Widening

EXHIBIT A - CONTRACTOR'S BID

2019

PAST WORK REFERENCES

City of Chino
13220 Central Avenue
Chino, CA 91710
Contact: Austin Postovoit (909) 334-3415
apostovoit@cityofchino.org

Slurry Seal Maintenance Work
Contract Amount: \$372,805.00
Start Date: 1/2019
End Date: 12/2019

City of Lancaster
44933 Fern Avenue
Lancaster, CA. 93534
Contact: Greg Wilson (661) 570-8003
gwilson@cityoflanasterca.org

2018 Pavement Management Program
Contract Amount: \$2,720,103.65
Start Date: 3/2019
End Date: 12/2019

City of Colton
650 N. La Cadena Dr.
Colton, CA. 92324
Contact: Victor Ortiz (909) 370-5099
vortiz@coltonca.gov

FY 18-19 Asphalt Paving Project
Contract Amount: \$1,377,700.00
Start Date: 3/2019
End Date: 11/2019

City of Cathedral City
68700 Ave Lalo Guerrero
Cathedral City, CA. 92234
Contact: John A. Corella (760) 770-0349
jcorella@cathedralcity.gov

Ortega Road Widening
Contract Amount: \$459,998.00
Start Date: 2/2019
End Date: 12/2019

City of San Clemente
910 Calle Negocio
San Clemente, CA. 92673
Contact: Gary Voborsky (949) 361-6132
voborskyg@san-clemente.org

Arterial Street Pavement Maintenance
Contract Amount: \$1,187,187.00
Start Date: 3/2019
End Date: 7/2019

EXHIBIT A - CONTRACTOR'S BID

PAST WORK REFERENCES
2017-2018

City of Moreno Valley
14177 Frederick St.
P.O. Box 88005
Moreno Valley, CA 92552
Contact: Henry Ngo, P.E., (951) 413-3106
hennyng@movalore.org

Alessandro Blvd. Street Improvements at
Chogall Court and Graham Street
Contract Amount: \$445,821.50
Start: 05/2018
Complete: 11/2018

City of Aliso Viejo
12 Journey Street Ste #100
Aliso Viejo, CA 92656
Contact: Mari Shakir, (949) 425-2556
Mshakir@cityofaliso Viejo.com

Aliso Creek and Road Rehab
Contract Amount: \$657,770.00
Start: 05/2018
Complete: 10/2018

City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
Contact: Frank Borges, (949) 632-4300
FBorges@cityoflagunaniguel.org

FY 17-18 Alicia Parkway Arterial Pavement
Rehab
Contract Amount: \$2,211,700.00
Start: 08/2018
Complete: 11/2018

City of Jurupa Valley
8304 Limonite Avenue Suite M
Jurupa Valley, CA 92509
Contact: Chase Keys, (951) 332-6464
ckeyes@jurupavalley.org

Van Buren Blvd. Pavement Rehab PH2
Contract Amount: \$781,845.00
Start: 08/2018
Complete: 09/2018

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
Contact: Richard Corpis, (626) 430-2200
rcorpis@irwindaleCA.gov

Irwindale 2017-2018 Resurfacing Project
Contract Amount: \$285,503.10
Start: 07/2018
Complete: 08/2018

County of Los Angeles
P.O. Box 7508
Alhambra, CA 91802
Contact: Hoda Hassan, (626) 458-3144
HHASSAN@dpm.lacounty.gov

Pine Canyon Road
Contract Amount: \$3,288,999.00
Start: 06/2018
Complete: 11/2018

EXHIBIT A - CONTRACTOR'S BID

PAST WORK REFERENCES
2017-2018

City of Rolling Hills Estates
4045 Palos Verdes Drive
Rolling Hills Estates, CA 90274
Contact: Scott Gibson (909) 210-0548
sgibson@hrgreen.com

2017-18 Street Resurfacing Project
Contract Amount: \$1,203,292.50
Start: 03/2018
Finish: 09/2018

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Contact: Jim Escutia (714) 536-5525
jescutia@surfcity-hb.org

Heil and Main Street
Contract Amount: \$2,285,562.00
Start: 11/2017
Finish: 06/2018

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Contact: Jazmine Pena (909) 350-6648
jpena@fontana.org

Valley Blvd. Median Improvement Project
Contract Amount: \$164,715.00
Start: 03/2018
Finish: 05/2018

City of Lake Forest
25550 Commercentre Drive
Lake Forest, CA 92630
Contact: Taylor Abernathy, (949) 461-3490
tabernathy@lakeforestca.gov

Bake Parkway at Trabuco Road
Contract Amount: \$121,621.00
Start: 02/2018
Finish: 06/2018

City of La Quinta
74-495 Calle Tampico
La Quinta, CA 92253
uayon@la-quinta.org

Contact: Ubaldo Ayon Jr., (760)777-7051
FY 16-17 Phase 2 Desert Club
Contract amount: \$697,474.76
Start date: 06/2017
Finish date 12/2017

City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587
Contact: Kenneth Bailey, (951) 244-2955
kennethbailey@caaprofessionals.com

Slurry Seal FY 2017-2018 Railroad Canyon/
Canyon Lake Drive
Contract amount: \$263,241.63
Start date: 03/2018
Finish date: 12/2018

EXHIBIT A - CONTRACTOR'S BID

PAST WORK REFERENCES
2017-2018

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
Contact: Alfred Castanon, (949) 644-3314
ACastanon@newportbeachca.gov

West Coast Highway Landscape Improvements,
Phase 1, Contract No. 7189-1
Contract amount: \$604,284.50
Start date: 06/2018
Finish date: 11/2018

Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92307
Contact: Rich Berger, (760) 240-7000 ext 7530
rberger@applevalley.org

Navajo Road Rehabilitation
Contract amount: \$849,182.00
Start date: 07/2017
Finish date: 12/2017

City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210
Contact: Ken A. Seumalo, P.E., (760) 346-2489
kseumalo@IndianWells.com

Cook Street Rubberized Pavement Overlay
Contract amount: \$599,599.59
Start date: 05/2018
Finish date: 12/2018

EXHIBIT A - CONTRACTOR'S BID

PAST WORK REFERENCES
2017

City of Riverside
3900 Main St.
Riverside, CA 92501
Contact: Steve Howard, (951)826-5708

2014/2015 Preservation and Maintenance
Contract Amount: \$3,400,725.00
Start: 01/2016
Completed: 06/2016

City of Rancho Santa Margarita
2212 El Paseo
Rancho Santa Margarita, CA 92688
Contact: Max Maximous, (949)635-1800

Annual Residential Overlay
Contract Amount: \$245,190.00
Start: 01/2016
Completed: 09/2016

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
Contact: Kimberly Young, (909) 839-7044

Grand Ave. Beautification Project
Contract Amount: \$1,939,000.00
Start: 08/2015
Completed: 05/2016

City of Bell
6330 Pine Avenue
Bell, CA 90201
Contact: Dahi Kim, (323)923-2628

Florence Avenue Overlay
Contract Amount: \$643,000.00
Start: 04/2016
Completed: 09/2016

Department of Transportation
72-800 Dinah Shore Dr. Ste. 104
105 Palm Desert, CA 92211
Contact: Khoi Vu, (951) 232-6263

Route 111, Contract No. 08-1C4604
Contract: \$1,536,207.00
Start: 04/2016
Completed: 09/2016

Department of Transportation
3251 ¼ University Dr. Trailer No. 2
Irvine, CA 92612
Contact: Peter Shieh, (949)279-8636

Route 73, Contract No. 12-0M1104
Contract Amount: \$1,545,163.00
Start: 4/2015
Completed: 07/2016

City of Victorville
14343 Civic Drive
Victorville, CA 92392
Contact: Bruce Miller, (760) 269-0045

Bear Valley Road Reconstruction
Contract Amount: \$2,611,215.00
Start: 04/2016
Completed: 07/2016

EXHIBIT A - CONTRACTOR'S BID

PAST WORK REFERENCES
2016

City of Riverside
3900 Main St.
Riverside, CA 92501
Contact: Steve Howard, (951)826-5708

2014/2015 Preservation and Maintenance
Contract Amount: \$3,400,725.00
Start: 01/2016
Completed: 06/2016

City of Rancho Santa Margarita
2212 El Paseo
Rancho Santa Margarita, CA 92688
Contact: Max Maximous, (949)635-1800

Annual Residential Overlay
Contract Amount: \$245,190.00
Start: 01/2016
Completed: 09/2016

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
Contact: Kimberly Young, (909) 839-7044

Grand Ave. Beautification Project
Contract Amount: \$1,939,000.00
Start: 08/2015
Completed: 05/2016

City of Bell
6330 Pine Avenue
Bell, CA 90201
Contact: Dahi Kim, (323)923-2628

Florence Avenue Overlay
Contract Amount: \$643,000.00
Start: 04/2016
Completed: 09/2016

Department of Transportation
72-800 Dinah Shore Dr. Ste. 104
105 Palm Desert, CA 92211
Contact: Khoi Vu, (951) 232-6263

Route 111, Contract No. 08-1C4604
Contract: \$1,536,207.00
Start: 04/2016
Completed: 09/2016

Department of Transportation
3251 ¼ University Dr. Trailer No. 2
Irvine, CA 92612
Contact: Peter Shieh, (949)279-8636

Route 73, Contract No. 12-0M1104
Contract Amount: \$1,545,163.00
Start: 4/2015
Completed: 07/2016

City of Victorville
14343 Civic Drive
Victorville, CA 92392
Contact: Bruce Miller, (760) 269-0045

Bear Valley Road Reconstruction
Contract Amount: \$2,611,215.00
Start: 04/2016
Completed: 07/2016

EXHIBIT A - CONTRACTOR'S BID

PAST WORK REFERENCES
2016

City of Perris
101 N. D Street
Perris, CA 92570
Contact: Brad Brophy, (951)943-6504

4th Street Improvement Project
Contract Amount: \$545,680.00
Start Date: 03/2016
Completed: 07/2016

City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274
Contact: Ken Rukavina, (310)378-0383

FY 15-16 St. Resurfacing & Slurry Seal Project
Contract Amount: \$876,455.00
Start: 11/2015
Completed: 06/2016

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
Contact: Alfred Castanon, (949)644-3314

Corona Del Mar Entry Improvements
Contract Amount: \$497,497.00
Start Date: 02/2016
Completed: 05/2016

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
Contact: Frank Tran, (949)644-3340

Cameo Shores Pavement Reconstruction
Contract Amount: \$3,363,363.00
Start Date: 06/2016
Completed: 12/2016

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Contact: Chris Tanio, (949)425-2531

Pacific Park Rehab.-Chase to 73 Fwy
Contract Amount: \$633,633.00
Start Date: 10/2016
Completed: 12/2016

EXHIBIT A - CONTRACTOR'S BID

PAST WORK REFERENCES
2015

City of Hawthorne
4455 W. 162nd Street
Hawthorne, CA 90250
Contact: Heecheol Kwon, (310) 349-2980

Hawthorne Blvd Reconstruction
Contract Amount: \$12,579,000.00
Start: 4/2014
Completed: 5/2015

City of Inglewood
One Manchester Blvd, 3rd Floor
Inglewood, CA 90301
Contact: Hunter Nguyen, (310) 412-4252

Florence Ave
Contract Amount: \$2,639,000.00
Start: 4/2015
Completed: 10/2015

County of Ventura
800 S. Victoria Ave
Ventura, CA 93009
Contact: Jeewoong Kim, (805) 654-3987

Pavement Resurfacing, Phase II
Contract Amount: \$2,401,970.00
Start: 4/2015
Completed: 10/2015

City of Montclair
5111 Benito Street
Montclair, CA 91763
Contact: Steve Stanton, (909) 625-9444

Northeast Montclair Street Rehabilitation
Contract Amount: \$514,150.00
Start: 4/2015
Completed: 7/2015

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Contact: Bill Seitz, (949) 300-9132

Route 74 Widening
Contract: \$1,970,004.00
Start: 4/2014
Completed: 7/2015

City of Riverside
3900 Main Street
Riverside, CA 92501
Contact: Steve Howard, (951) 826-5708

2014/15 Arterial Streets
Contract Amount: \$1,683,076.00
Start: 4/2015
Completed: 9/2015

Long Beach Unified School District
2201 E. Market Street
Long Beach, CA 92805
Contact: Nancy Chinchilla, (562) 997-7513

Garfield Elementary School Pavement
Contract Amount: \$1,976,508.00
Start: 6/2015
Completed: 11/2015

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

Bid Item (s) Number	% Portion of Work	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number
10	4%	Cal Stripe 2040 east Street Rd, Colton 92324 Alippe@calstripe.com	685387	A,C-32	1000001100
8, 18		Smithson Electric 1438 E Kalella Ave, Colton 92367 MLA@smithsonelectric.com	614518	C-10	100001610
11, 16	0.5%	Kaceland Surveying 614 North Schott St KLSI6@kacelandsurveying.com Orange, 92668	L5411	N/A	1000001533
14-17 A1	16%	California Professional Engineering 19062 San Jose Ave La Puente, 91748	793907	A,C-10, C-20	1000377609

EC

By submission of this proposal, the Bidder certifies:

- That I/(we)/(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
- That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.



Bidder's Initials
Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: All American Asphalt Phone: (951) 736-7600

Address: 400 East Sixth Street Fax: (951) 736-7646

Corona, CA 92879

Contact Person: Edward J Carlson, Vice President No. of years in business: 51

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? Paving, Grading, Concrete, Grinding, Utility Adjustment, Slurry Seal, Paving Fabric

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☒ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.


Bidder's Initials
Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Cal Stripe Phone: (909) 884 7170

Address: 2040 East Steel RD Fax: (909) 884-7106
Costa Mesa, CA 92624

Contact Person: Gary Rivers No. of years in business: 13

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? Striping

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☒ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.


Bidder's Initials
Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

California Professional Engineering
Firm Name: Smithson Electric Phone: (714) 997-9556 (626) 810 1388
Address: 1438 Kaletha Ave 19062 St
Jase Ave
Orange, CA 92667 La Puente, 91748 Fax: (714) 997-9559 EC (626) 810 1321
Contact Person: Chris Zett Van Nguyen No. of years in business: 16 20
Is the firm currently certified as a DBE under 49 CFR Part 26? ☒ YES ☒ NO EC
Type of work/services/materials provided by firm? Electric

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
☒ Less than \$5 Million EC
☐ Less than \$10 Million
☒ Less than \$15 Million
☐ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.


Bidder's Initials
Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Kacelanc Surveying Phone: (714) 628 8948
Address: 614 N Echoff St Fax: (714) 628 8905
Orange, CA 92868
Contact Person: Larry V Case No. of years in business: 44
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO
Type of work/services/materials provided by firm? Survey

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☒ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.


Bidder's Initials
Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

Contact Person: _____ No. of years in business: _____

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☐ NO

Type of work/services/materials provided by firm? _____

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.


Bidder's Initials
Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

Bond No. 08597423
Bid Date: 07/20/2020

Project and Specification No. 20-14

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:


That we, All American Asphalt as principals, and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of Total Amount Bid---- (\$ 10% of Bid) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,


That is the certain proposal of the above bounden, All American Asphalt, if accepted by the City of Costa Mesa, and if the above bounden, All American Asphalt, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, All American Asphalt, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 7th day of July, 2020.
All American Asphalt Fidelity and Deposit Company of Maryland


Edward S. Carlson, Vice President

Contractor/ Principal
(Notary Acknowledgement to be attached)


Rebecca Haas-Bates, Attorney-in-Fact

Surety/Power of Attorney
(Notary Acknowledgment to be attached)

EXHIBIT A - CONTRACTOR'S BID

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

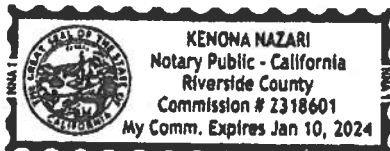
State of California

County of RiversideOn July 13, 2020 before me, Kenona Nazari, Notary Public,
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Kenona Nazari
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid BondDocument Date: July 7, 2020 Number of Pages: 3Signer(s) Other Than Named Above: William Syrkin, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

EXHIBIT A - CONTRACTOR'S BID

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 07/07/2020 before me, Liliana Gomez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 07/07/2020
Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.


Bidder's Initials
Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of July, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EXHIBIT A - CONTRACTOR'S BID

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of June, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: **Robert D. Murray**
Vice President

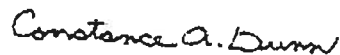

By: **Dawn E. Brown**
Secretary

State of Maryland
County of Baltimore

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

All American Asphalt
Contractor Firm Name
Edward J. Carlson
Name of Principal
Vice President
Title
[Signature]
Signature

Subscribed and sworn to before me by:

This 15 day of September, 2014.

My Commission Expires:

Notary Public

[Signature]
Bidder's Initials
Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

CALIFORNIA JURAT

GOV CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

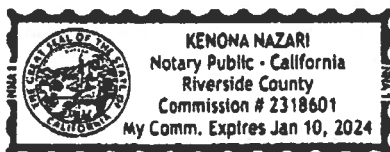
Subscribed and sworn to (or affirmed) before
me on this 13th day of July, 2020.
Date Month

By (1) Edward J. Carlson
Name of Signer

Proved to me on the basis of satisfactory evidence
be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

Proved to me on the basis of satisfactory evidence
be the person who appeared before me.)

OPTIONAL

Though the information below is not required by law, it may prove
valuable to person relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document Non-Collusion

Document Date: 7-13-2020 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 7/13/2020

CONTRACTOR

All American Asphalt

400 East Sixth Street, Corona, CA 92879
Company Name

PROJECT: BEAR STREET IMPROVEMENTS - I-405 TO BAKER STREET, CITY
PROJECT NO. 20-14


Bidder's Initials
Edward J Carlson, Vice President

EXHIBIT A - CONTRACTOR'S BID

Project and Specification No. 20-14

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.


Bidders Initials
Edward J Carlson, Vice President

EXHIBIT B
BID PACKAGE



EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: July 1, 2020

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID ADDENDUM NO.1 –
BEAR STREET IMPROVEMENT PROJECT (I-405 TO BAKER ST.)
CITY PROJECT NO. 20-14

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to seung.yang@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with CIPLIST.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check CIPLIST.com on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety:

- The complete 203-page document entitled: "NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS FOR BEAR STREET IMPROVEMENT PROJECT – I-405 TO BAKER STREET, CITY PROJECT NO. 20-14." Otherwise known as the "Bid Contract Documents and Specifications."
- The complete 16-sheet street and traffic improvement plans entitled: "CITY OF COSTA MESA ROAD REHABILITATION PROJECT, BEAR STREET IMPROVEMENTS – I-405 FREEWAY TO BAKER STREET CAPITAL IMPROVEMENT PROJECT NO. 20-14."

Both of the above are labeled "BID ADDENDUM #1 – FOR BIDDING PURPOSES ONLY" in red on each page / sheet.

Both of the above are to be downloaded by each prospective bidder through CIPLIST.com and acknowledged by signing on page "P-4."

Bid Addendum No. 1 EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1
Project and Specifications No. 20-14

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at seung.yang@costamesaca.gov.

Please acknowledge receipt of all addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Seung Yang
Principal Civil Engineer

SY: Attachments

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND
SPECIAL PROVISIONS FOR

BEAR STREET IMPROVEMENT PROJECT – I-405 TO BAKER STREET
CITY PROJECT NO. 20-14

Prepared Under the Direction of



Baltazar Mejía, P.E.

Interim City Engineer

Copy No. _____

Checked by _____

TABLE OF CONTENTS

PAGE NUMBER

TABLE OF CONTENTS i THRU v

SECTION A

NOTICE INVITING SEALED BIDS N-1 THRU N-3

SECTION B

INFORMATION FOR BIDDERS B-1

1	PREPARATIONS OF BID FORM	B-1
2	QUALIFICATION OF BIDDERS	B-1
3	BID SECURITY	B-1
4	NON-COLLUSION AFFIDAVIT	B-1
5	SIGNATURE	B-1
6	ERASURES	B-1
7	DELIVERY OF PROPOSAL	B-1
8	BID DEPOSIT RETURN	B-2
9	TAXES	B-2
10	WITHDRAWAL OF BIDS	B-2
11	AGREEMENT AND BONDS	B-2
12	FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT	B-2
13	BIDDERS INTERESTED IN MORE THAN ONE BID	B-2
14	EXAMINATION OF SITE AND CONTRACT DOCUMENTS	B-2
15	INTERPRETATION OF PLANS AND DOCUMENTS	B-3
16	ADDENDA	B-3
17	QUESTIONS TO THE ENGINEER	B-3
18	EQUIVALENT MATERIALS	B-3

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Table of Contents
(CONTINUED)

	<u>PAGE NUMBER</u>
19 EVIDENCE OF RESPONSIBILITY.....	B-3
20 LEGAL RESPONSIBILITIES	B-3
21 ANTI-DISCRIMINATION	B-4
22 DRUG-FREE WORKPLACE POLICY	B-4
23 BID PROTEST PROCEDURES	B-4
24 ASSEMBLY BILL 626.....	B-4
REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS	B-6

SECTION C

PROPOSAL.....	P-1 THRU P-10
----------------------	----------------------

SECTION D

GENERAL PROVISIONS	GP-1
1-2 TERMS AND DEFINITIONS.....	GP-2
1-3 ABBREVIATIONS	GP-2
1-6 BIDDING AND SUBMISSION OF BID	GP-3
1-6.1.1 REQUEST FOR INTERPRETATION	GP-3
1-6.1.2 SOIL CONDITIONS	GP-4
1-6.1.3 RETURN OF BID SECURITY	GP-4
1-6.2 SUBCONTRACTING LISTING	GP-4
1-7 AWARD AND EXECUTION OF THE CONTRACT	GP-5
1-7.1.1 EXECUTION OF THE AGREEMENT	GP-5
1-7.2 CONTRACT BONDS.....	GP-5
2-1 WORK TO BE DONE	GP-6
2-2 PERMITS	GP-6

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Table of Contents (CONTINUED)

	<u>PAGE NUMBER</u>
2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES	GP-6
2-5.2 TEMPORARY UTILITY SERVICES	GP-6
2-5.4 HAUL ROUTES	GP-7
2-10 CHANGES INITIATED BY THE AGENCY	GP-8
2-8 EXTRA WORK	GP-8
2-9 CHANGED CONDITIONS	GP-8
3-1 ASSIGNMENT	GP-8
3-4 AUTHORITY OF THE BOARD AND THE ENGINEER	GP-8
3-5 INSPECTION	GP-9
3-6 THE CONTRACTOR'S REPRESENTATIVE	GP-10
3-7 CONTRACT DOCUMENTS	GP-10
3-10 SURVEYING.....	GP-11
3-10.3 LINE AND GRADE	GP-11
3-12 WORK SITE MAINTENANCE.....	GP-11
3-12.2 AIR POLLUTION CONTROL.....	GP-12
3-12.6 WATER POLLUTION CONTROL	GP-12
3-12.6.2 BEST MANAGEMENT PRACTICES (BMP's).....	GP-13
3-12.6.3 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	GP-13
3-12.6.4 DEWATERING	GP-14
3-13.3 WARRANTY	GP-15
4-4 TESTING	GP-15
5-1 LAWS AND REGULATIONS	GP-16
5-2 SPECIAL NOTICES	GP-16
5-3 LABOR.....	GP-16

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Table of Contents
(CONTINUED)

	<u>PAGE NUMBER</u>
5-3.3 PAYROLL RECORDS	GP-16
5-3.5 APPRENTICES	GP-16
5-4 INSURANCE.....	GP-17
5-7 SAFETY	GP-17
5-7.1 WORK SITE SAFETY	GP-17
5-7.8 STEEL PLATE COVERS	GP-18
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.....	GP-18
6-1.1 CONSTRUCTION SCHEDULE	GP-18
6-1.3 DAILY REPORT SUBMITTAL	GP-19
6-3 TIME OF COMPLETION	GP-19
6-5 USE OF IMPROVEMENT DURING CONSTRUCTION	GP-19
6-7 TERMINATION OF THE CONTRACT FOR DEFAULT	GP-19
6-7.3 NOTICE OF TERMINATION FOR DEFAULT	GP-19
6-7.4 RESPONSIBILITY OF SURETY.....	GP-19
6-9 LIQUIDATED DAMAGES	GP-20
7-3 PAYMENT.....	GP-20
7-3.2 PARTIAL AND FINAL PAYMENT	GP-20
7-3.2.1 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.....	GP-22
7-3.2.2 PROMPT PAY MONITORING AND ENFORCEMENT OF PROGRESS PAYMENTS.....	GP-22
7-3.3 DELIVERED MATERIALS	GP-23
7-3.4 MOBILIZATION	GP-23
7-3.4.1 TRAVEL ROUTE AND TRUCKING AN EQUIPMENT	GP-24

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Table of Contents (CONTINUED)

	<u>PAGE NUMBER</u>
7-3.4.2 CONSTRUCTION SEQUENCE/ORDER OF WORK	GP-24
7-4 PAYMENT FOR EXTRA WORK.....	GP-24
7-4.2 BASIS FOR ESTABLISHING COSTS	GP-24
7-4.2.1 LABOR	GP-24
7-4.3 MARKUPS	GP-25
7-4.3.1 WORK BY THE CONTRACTOR	GP-25
7-4.3.2 WORK BY A SUBCONTRACTOR	GP-25
7-6 SUMMARY OF PUBLIC CONTRACT CODE § 9204.....	GP-25

SECTION E

SPECIAL PROVISIONS	SP-1 THRU SP-51
--------------------------	-----------------

SECTION F

MISCELLANEOUS CONTRACT DOCUMENTS (SAMPLE)

1 AGREEMENT (SAMPLE).....	22 PAGES
2 COUNCIL POLICY	D-1 - D-3
3 INSURANCE (SAMPLE)	2 PAGES
4 BONDS	2 PAGES
5 PERMIT APPLICATION	1 PAGE
6 APPLICATION FOR BUSINESS LICENSE	1 PAGE

SECTION G

APPENDICES

APPENDIX "A" BEAR STREET PROJECT LOCATIONS AND MAP	1 PAGE
APPENDIX "B" CITY AND CALTRANS STANDARD DRAWINGS.....	17 PAGES
APPENDIX "C" CALTRANS PERMIT AND "AS-BUILT" DRAWINGS	27 PAGES
APPENDIX "D" CITY "AS-BUILTS"	13 PAGES

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

**CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA
NOTICE INVITING SEALED BIDS**

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids for furnishing all labor, materials, equipment, transportation and such other facilities as may be required for:

**BEAR STREET IMPROVEMENT PROJECT – I-405 TO BAKER STREET,
CITY PROJECT NO. 20-14**

1. **BID OPENING:** Sealed bids will be received by the City of Costa Mesa (City) at the Office of the City Clerk, 77 Fair Drive, Costa Mesa, California, before a submittal deadline of **10:00 A.M., Monday, July 20, 2020**. Sealed proposals shall bear the title of the work and name of the bidder but no other distinguishing marks. Any bid received after the scheduled closing time for the receipt of bids shall be returned to bidder unopened. It shall be the sole responsibility of the Bidder to see that its bid is received in proper time.

As a precautionary measure in response to the COVID-19 pandemic, a public bid opening will not be allowed and the following measures are being taken to ensure the health and safety of all parties during the bid opening process:

On the day of the submittal deadline, sealed proposals intended to be delivered in person to the City Clerk's office, Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, California 92626 will be received at a table outside of City Hall in front of the north entry doors. Provided they are received by the City Clerk's office before the submittal deadline, sealed proposals will also be accepted by post mail.

The bid opening will be conducted at **2:00 P.M., Monday, July 20, 2020** by the City Clerk. NO public viewing of the bid opening will be allowed due to precautions related to COVID-19. Upon opening all the valid submitted bids, and verifying their contents, the City Clerk's office will contact each bidder via email and distribute the results and summary of the bid opening.

2. **BID CONTENTS:** All bids must be submitted on the proposal form included in the bid packet. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements. Each bid must be submitted in a sealed envelope addressed to the City Clerk with the Project Name, Project Number, and name of the bidder typed or clearly printed on the envelope. The sealed envelope shall not contain other distinguishing marks.
3. **BID DOCUMENTS:** Complete bid packets will be available electronically, at no cost, via **CIPLIST.com (a third-party website)** at **[http://ciplist.com/plans/?Costa Mesa/city/11556](http://ciplist.com/plans/?Costa+Mesa/city/11556)**. **Hard copies will NOT be available for purchase from the City.**

All bidders must register with CIPLIST.com in order to retrieve plans, specifications, addenda, bidders list, etc. It is the responsibility of prospective bidders to download and print the bid documents for review and bid. It is also the responsibility of each prospective bidder to check CIPLIST.com on a DAILY basis through the close of bids for any applicable addenda or updates. Each addendum will include a confirmation sheet indicating receipt of the addendum. This sheet must be signed and included with the bid for each addendum issued. Bids which do not include the confirmation sheet(s) for each addendum, if any, may be rejected.

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

The City of Costa Mesa does not warrant, represent, or guarantee the accuracy, completeness, or adequacy of information provided from any third party source. The City shall not be responsible or liable in any way whatsoever for any loss or damages of whatever kind, nature, or scope, including, but not limited to, time, money or goodwill arising from errors, inaccuracies, or omissions in any documents and/or information retrieved from any third party source.

4. **BID SECURITY**: Each bid must be submitted with a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid. No bid will be considered unless accompanied by such certified check, cashier's check, or bid bond.
5. **CONTRACTOR'S LICENSE**: A valid **California Contractor's License Class "A" (General Engineering Contractor)** issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code Section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.
6. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS**: Pursuant to California Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Section 1725.5.
7. **PREVAILING WAGES**: This Project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all workers employed on the Project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with the Public Services Department of the City of Costa Mesa and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the Director's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
8. **NON-DISCRIMINATION**: The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the Project.
9. **CITY'S RIGHT TO REJECT BIDS**: The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
10. **PAYMENT BOND AND PERFORMANCE BOND**: A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful Bidder prior to award of the Contract.
11. **RETENTION**: In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

may be deposited with the City or with a state or federally chartered bank as the escrow agent, and City shall then pay such moneys to the Contractor. Refer to the Sample Contract for further clarification.

12. **ADDITIONAL REQUIREMENTS:** This Project is subject to local, State, and Federal regulations and requirements, as detailed in the bid packet and contract documents.

Brenda Green, City Clerk
City of Costa Mesa
Dated: June 18, 2020

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The City of Costa Mesa (City) requires that bids be submitted on the proposal form attached at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, and the name of the project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Each Bidder is responsible for acknowledging addenda.
2. **QUALIFICATION OF BIDDERS:** Each Bidder shall submit a list of Construction Project References indicating Public Works and/or similar construction projects completed or in progress within the last 24 months. Forms for this purpose are furnished with the bid form.
3. **BID SECURITY:** Each bid shall be accompanied by one of the following: cash, cashier's check made payable to the City, a certified check made payable to the City, or a Bidder's Bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. The Bidder's Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the Bidder, if awarded the work, shall execute the contract in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) calendar days after a written Notice of Intent to Award Contract is deposited in the mail. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City.
4. **NONCOLLUSION AFFIDAVIT:** Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
5. **SIGNATURE:** The bid must be signed in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the Bidder.
6. **ERASURES:** The bid submitted **must not** contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction, in ink, the initials, and/or surname or surnames of the person or persons signing the bid.
7. **DELIVERY OF PROPOSAL:** Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

"SEALED BID"

for

**Bear Street Improvement Project – I-405 to Baker Street, City Project No. 20-14
in the
CITY OF COSTA MESA – DO NOT OPEN WITH REGULAR MAIL**

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

8. **BID DEPOSIT RETURN:** Deposits of three of more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.
9. **TAXES:** No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.
10. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
11. **AGREEMENT AND BONDS:** The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **THREE (3)** executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.
12. **FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT:** In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.
13. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
14. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract.

Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-6) Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.
16. ADDENDA: The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.
17. QUESTIONS TO THE ENGINEER: Questions regarding the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) will be received by the Engineer up to five (5) working days prior to the bid opening as specified in the Notice Inviting Bids. Questions asked of the Engineer after this time will not be addressed.
18. EQUIVALENT MATERIALS: Requests for the use of equivalents to those specified, must be submitted to the City. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent.
19. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder's financial resources, its construction experience, and its organization and plant facilities available for the performance of the contract.
20. LEGAL RESPONSIBILITIES: All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the

terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

21. ANTI-DISCRIMINATION: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
22. DRUG-FREE WORKPLACE POLICY: Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a City contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Contractor shall conform to all the requirements of City's Policy No. 100-5. Failure to establish a program, notify employees, or inform the City of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the City.
23. BID PROTEST PROCEDURES: Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
24. ASSEMBLY BILL 626: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1,

2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104, et seq. and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS

Date: _____

Time: _____

Company: _____

Contact Person: _____

Address: _____

Telephone: _____

FAX: _____

Plan Sheet: _____

Specification Section: _____

INTERPRETATION REQUESTED:

REPLY:

TO A/E: _____

SECTION C
PROPOSAL
FOR THE
BEAR STREET IMPROVEMENTS PROJECT – I-405 TO BAKER STREET
CITY PROJECT NO. 20-14

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **BEAR STREET IMPROVEMENTS PROJECT – I-405 TO BAKER STREET, CITY PROJECT NO. 20-14**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN THIRTY (30) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

PROPOSAL BASE BID SCHEDULE (A)

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization	1	L.S.	\$	\$
2	Additional Work Items	1	F.A.	\$ 25,000	\$
3	Remove & Reconstruct Asphalt Concrete Section at I-405 Bridge Approach	500	S.F.	\$	\$
4	Type "C" Asphalt Concrete Leveling Course	1,700	TONS	\$	\$
5	Type "GG-C" Asphalt Rubber Hot Mix (ARHM) Surface Course	2,800	TONS	\$	\$
6	Remove and Construct ADA Curb Ramps	7	EA	\$	\$
7	Remove and Reconstruct Concrete Sidewalk	874	S.F.	\$	\$

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

PROPOSAL BASE BID SCHEDULE (A) (Continued)

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
8	Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)	1	L.S.	\$	\$
9	Adjust and Reset Existing Survey Monuments and Ties	2	EA	\$	\$
10	Adjust Manhole Covers to Grade	3	EA	\$	\$
11	Adjust Water Valve to Grade	17	EA	\$	\$
12	Cold Mill (3" MIN Depth)	225,000	S.F.	\$	\$
13	Temporary Traffic Control	1	L.S.	\$	\$
14	Install No. 6 (T) Traffic Pull Box	2	EA	\$	\$
15	Install 4" Dia. Conduit PVC Sch. 80	85	L.F.	\$	\$
16	Remove and Install Type E Traffic Signal Loop Detector	51	EA	\$	\$
17	Remove and Install Type F or Type D Circular Traffic Signal Loop Detector	18	EA	\$	\$

TOTAL BASE BID AMOUNT (A) FIGURES:**TOTAL BASE BID AMOUNT (A) (Words):**

Bidder's Initials

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

PROPOSAL ADDITIVE #1 BID SCHEDULE (B)					
ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
A1	Furnish and Install Autoscope Vision Video Detection System	1	LS	\$	\$
TOTAL ADDITIVE BID AMOUNT (B) FIGURES:					

TOTAL ADDITIVE BID AMOUNT (B) (Words):

The award of the Contract shall be based on the lowest responsive Base Bid amount. Should the CITY authorize the Base Bid and Additive #1 Bid, the quantities of Base Bid Items #16 and #17 will be adjusted accordingly to reflect the Additive #1 Bid Item Scope of Work and the award amount shall be as specified as the cumulative total of the adjusted Base Bid (A) and Additive #1 (B) amount. The CITY also reserves the right to reject all Bids.

Bidder's Initials

PROPOSAL BID SCHEDULE (CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

5. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) _____

_____ (\$ _____) _____
in figures

Contractor's Lawful Name: _____

Bidder's Name: _____ Bidder's Initials: _____

Contractor's License No. _____ Expiration: _____

Contractor's Taxpayer I.D. Number: _____

Contractor's DIR Registration Number: _____

Signature: _____ Date: _____

Contractor's Address: _____

Telephone Number: (____) _____ Mobile No.: (____) _____

Fax Number: (____) _____ E-mail: _____

24-Hour Emergency Contacts:

Name

Telephone Number: (____) _____

Name

Mobile No.: (____) _____

Name

Telephone No.: (____) _____

Mobile No.: (____) _____

Telephone No.: (____) _____

Mobile No.: (____) _____

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of _____ (\$_____) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

Bidder's Initials

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Project and Specification No. 20-14

Respectfully Submitted,

_____ Contractor's Business Name		
_____ Business Address: Street		
_____ City	_____ State	_____ Zip
_____ Business Phone Number		
_____ Name		_____ Title
_____ City	_____ State	_____ Zip

_____ Contractor	_____ Title
_____ Signed By	_____ Title
_____ Contractor's License No. and Classification	_____ Exp. Date
_____ Date	
_____ Residence: Street	
_____ Residence phone Number	

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☐ Corporation

Taxpayer I.D. Number: _____

Name _____
Name _____
Name _____

Can Sign

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Must Sign

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Bidder's Initials

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Project and Specification No. 20-14

Bidder shall signify receipt of all Addenda here, if any:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

[illegible]

Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

Contact Person: _____ No. of years in business: _____

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☐ NO

Type of work/services/materials provided by firm? _____

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____ as principals, and _____ as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of _____ (\$_____) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, _____, if accepted by the City of Costa Mesa, and if the above bounden, _____, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, _____, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this _____ day of _____, 20__.

Contractor/ Principal
(Notary Acknowledgement to be attached)

Surety/Power of Attorney
(Notary Acknowledgment to be attached)

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

Bidder's Initials

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

Contractor Firm Name

Name of Principal

Title

Signature

Subscribed and sworn to before me by:

This ____ day of _____, 20____.
My Commission Expires: _____

Notary Public

Bidder's Initials

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____

CONTRACTOR

Company Name

PROJECT: BEAR STREET IMPROVEMENTS – I-405 TO BAKER STREET, CITY
PROJECT NO. 20-14

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.

Bidder's Initials

Project and Specification No. 20-14



Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

[illegible]

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

SECTION D GENERAL PROVISIONS

PART 1

SECTION 1 – GENERAL

1-2 GENERAL

[Add the following:].

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction ("Green Book"), and all amendments thereto, adopted by the Joint Cooperative Committee of Southern California Chapter, American Public Works Association, Southern California District and Associated Contractors of California; hereinafter referred to as Standard Specifications, are adopted as the "Standard Specifications of the City of Costa Mesa" and shall be considered as a part of these specifications. Copies of the Standard Specifications are available from the publisher:

*BNi Building News
1612 S. Clementine Street
Anaheim, California 92802
(714) 517-0971*

Where specified in these specifications, the latest edition of the California Building Code, based on the latest edition of the International Building Code, the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," "Standard Plans of the Orange County Environmental Management Agency," and "Los Angeles County Flood Control District, Design Manual, Standard Drawings" shall apply.

Where referenced in these Specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by Building News, Inc., shall also apply.

The section numbers of these General Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

The following modifications are made to the "Standard Specifications." If there is a conflict between the "Standard Specifications" and these modifications, these modifications shall have first precedence.

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

- | | |
|---------------------------------|--|
| (a) AGENCY | The City of Costa Mesa, California, hereinafter referred to as "CITY." |
| (b) BOARD | The City Council of the City of Costa Mesa, California, hereinafter referred to as "BOARD." |
| (c) CONTRACT DOCUMENTS | Documents including but not limited to the following: The proposal form P-1 through P-9b, Notice Inviting Bids, Standard Specifications, General Provisions, Special Provisions, Plans, Bonds, Insurance Certificates, Agreement, and all Addenda setting forth any modifications of the documents as further specified in contract agreement. |
| (d) ENGINEER | The administrating officer of the City of Costa Mesa or his authorized representative hereinafter referred to as ENGINEER. |
| (e) BIDDER | Any individual, firm, partnership, corporation, or combination thereof, submitting a bid proposal for the work contemplated in the contract documents, acting directly or through a duly authorized representative, hereinafter referred to as BIDDER. |
| (f) LEGAL ADDRESS OF CONTRACTOR | The legal address of the Contractor shall be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered. |
| (g) LABORATORY | An established laboratory approved and authorized by the ENGINEER for testing materials and work involved in the contract. |

1-3 ABBREVIATIONS

- | | |
|--------------|---|
| CALTRANS | State of California, Department of Transportation, Division of Highways |
| O.C.E.M.A. | Orange County Environmental Management Agency |
| L.A.C.F.C.D. | Los Angeles County Flood Control District |

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.1 General

[Add the following:].

Proposal shall be made and submitted on proposal forms P-1 through P-9a in accordance with the Notice Inviting Bids. In addition to the required signatures in the spaces provided in the proposal forms, each BIDDER shall initial each sheet of the proposal forms at the bottom right hand corner.

No person, firm, partnership, corporation, or combination thereof shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, partnership, corporation, or combination thereof who has submitted a sub-proposal to a BIDDER or who has quoted prices on materials to a BIDDER is not thereby disqualified from submitting a sub-proposal to or quoting prices to the other bidders. If, on the opening of bids, more than one bid appears in which the same person, firm, partnership, corporation or combination thereof is interested as a principal, all such bids shall be rejected.

Proposals with interlineations, alterations, or erasures shall be initialed by the BIDDER'S authorized agent. Alternative proposals, special conditions, or other limitations or provisions affecting the bid, except as such called for in the contract documents, will render the bid informal and may cause its rejection.

All proposals must give the prices bid for the various items of work and must be signed by the BIDDER, who shall give his address. Each bid shall have thereon the affidavit of the BIDDER that such bid is genuine and not sham nor collusive, nor made in the interest nor behalf of any other person not therein named and that the BIDDER has not directly nor indirectly induced or solicited any other BIDDER to put in a sham bid, nor induced nor solicited any person, firm, partnership, corporation, or combination thereof to refrain from bidding, and that the BIDDER has not in any manner sought by collusion to secure himself an advantage over any other BIDDER.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

1-6.1.1 Request for Interpretation

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the Plans, Specification, or other proposed Contract Documents, or finds discrepancies in, or omissions from the drawings or specifications, (It, he, she) may make a request to the ENGINEER, in writing, for an interpretation or correction thereof pursuant to the

provisions in the Information for Bidders section of these specifications. The person submitting such a request shall be responsible for its prompt delivery. All such interpretations of the Contract Documents will be made only by addenda duly issued, and a copy of each such addendum will be mailed or delivered to each person receiving a set of Contract Documents at (its, his, her) last address of record. The CITY will not be responsible for any other explanations or interpretations of the Contract Documents.

1-6.1.2 Soil Conditions

The BIDDER shall inspect the soil conditions before submitting a bid. By submitting a bid, the BIDDER acknowledges that he is satisfied with the quality of the work area including but not restricted to the conditions affecting, handling and storage of materials, disposal of excess materials, and the soil conditions.

1-6.1.3 Return of Bid Security

Any BIDDER may withdraw its bid, either personally, or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids. It is the sole responsibility of the BIDDER to see that any such telegraphic or written request is delivered to the City Clerk prior to said closing time. Bid security of such BIDDERS will be returned promptly to the BIDDER.

The bid security of the BIDDER whose bid is accepted will be held by the CITY until the contract has been executed and the accompanying insurance certificates, performance bond and labor and materials bond are approved and filed, whereupon the bid security will then be returned to the BIDDER.

The bid security of the second and third lowest BIDDERS will be retained until the contract is awarded to and executed by the BIDDER whose bid is accepted, or until 45 days after the opening of bids, whichever period is shorter. The bid security of all BIDDERS other than the three lowest will be returned promptly after the opening of bids.

If a BIDDER fails or refuses promptly to execute the agreement to do the work or fails or refuses to comply with insurance and bonding requirements, the bid security shall be forfeited to the CITY and shall be collected and paid into the General Fund of the CITY.

1-6.2 Subcontractor Listing

[Add the following:].

The ENGINEER, as duly authorized officer, may consent to subcontractor substitution requested by the Contractor subject to the limitations and notices prescribed in Section 4107 of the Public Contract Code.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 General

[Add the following:].

The award of contract, if awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all requirements of the Notice Inviting Bids and Section 1-6 of these specifications. The BIDDER, upon notification as the "apparent low bidder," shall comply with the CITY'S insurance and bonding requirements by submitting the required insurance certificates and bonds within **fourteen (14) days after the mailing of a Notice of Award to the BIDDER that the contract is ready for execution**. The contract will be awarded within thirty (30) days of receipt of properly approved insurance certificates and bonds pursuant to CITY requirements spelled out in these specifications. BIDDER must take particular note of "insurance requirements" contained in these specifications and sample agreement included within the contract documents, and should provide that information to his insurance broker in order that a properly executed certificate is submitted. The CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

1-7.1.1 Execution of Agreement

The Agreement shall be signed by the successful BIDDER and returned to the CITY no later than **fourteen (14) days from Notice of Award** of the Contract by the CITY. Failure to comply with insurance and bonding requirements as specified in the Agreement and in Section 1-7.1 of these General Provisions shall be considered grounds for the revocation and rejection of the bid and forfeiture of bid security. No proposal shall be considered binding upon the CITY until the execution of the agreement by the CITY. In case of conflict, the agreement shall have precedence over all other written specifications.

1-7.2 Contract Bonds

[Add the following:].

The "Faithful Performance Bond" and the "Labor and Material Bond" as specified in this section shall be for one hundred percent (100%) of the Contract price. The Labor and Material Bond shall be maintained by the Contractor in full force and effect for at least seven (7) months following the filing of the Notice of Completion. The Faithful Performance Bond shall also be kept by the Contractor in full force and effect for at least one (1) year following the filing of the Notice of Completion.

CONTRACTOR shall provide the following:

A certified copy of the certificate of authority of the surety issued by the Insurance Commissioner.

A certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

Copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

[Replace in its entirety with the following:].

The Work to be performed consists of, but is not limited to: mobilization; clearing and grubbing; saw-cutting, removal and reconstruction of existing pavement; milling of existing Asphalt Concrete (AC) surface; hauling, placement, and compaction of AC base course, AC leveling course, and Asphalt Rubberized Hot Mix Gap Graded (ARHM-G); adjustment of manholes and water valves to grades; removal and reconstruction of sidewalks, and removal and reconstruction of ADA ramps; notifications to businesses and residents; signing; striping; traffic control; and all other work as required as shown on the Plans and specified within these Contract Documents. The CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals necessary to perform and complete the Work as shown on the Plans and these Contract Documents, and to the satisfaction of the ENGINEER.

2-2 PERMITS

[Add the following:].

All permits and licenses shall be obtained in sufficient time to prevent delays to the work.

In the event that the CITY has obtained permits, licenses or other authorizations applicable to the work, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

- The Contractor is directed to Appendix 'C' - Caltrans Encroachment Permit and shall pay the permit fee, obtain the double permit rider, and comply with the conditions of said permit.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.1 General

[Add the following:].

The Contractor shall only use the proper construction equipment to protect the City streets from breaking up and deterioration. Haul trucks shall be limited to a gross vehicle weight of 10 tons or less.

2-5.2 Temporary Utility Services

[Add the following:].

The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities.

If water is needed during construction, Contractor shall contact Mesa Consolidated Water District or the Irvine Ranch Water District to obtain necessary permits, instructions, and meters prior to commencing work. The Contractor is required to make any and all necessary installations and connections. All water shall be metered. The Contractor shall pay for all deposits and fees involved.

2-5.4 Haul Routes

[Add the following:].

In order to protect the City streets from deterioration due to hauling of materials, the Contractor shall submit to the ENGINEER (at the pre-construction meeting) for approval, a proposed route for the hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route only, unless written permission from the ENGINEER is obtained to change the route.

Waste Hauler Requirements

The California Green Building Standards Code, 2016 Edition, California Code of Regulations, Title 24, Part 11, impacting waste diversion as documented in the City of Costa Mesa's Municipal Code Chapter 4 of Title 8, requires that all construction and demolition related projects divert 65% of project waste generated from the landfill. Consequently, permitted building projects relating to construction and demolition, newly constructed buildings, additions, alterations, interior and exterior demolitions, etc., are required to divert a minimum of 65% of nonhazardous construction and demolition waste from the landfill by recycling, reuse, or salvage. Generally, these materials include brick, drywall, other masonry, cardboard, green waste, paper, carpet, lumber, plastic, concrete, and/or metals. Asphalt, concrete, excavated soil and land-clearing debris should be 100% diverted from disposal. The County provides a suggested list of locations that are meeting and/or exceeding the 65% diversion requirement and may be used for recycling construction and demolition material.

The City of Costa Mesa requires that all hauling activity in Costa Mesa comply with one of the waste hauling options for your construction and demolition related project:

- Use Franchise Waste Hauler
- Self-Haul Permit - <https://www.costamesaca.gov/city-hall/city-departments/public-services/waste-collection-and-recycling>

A Construction and Demolition Reporting Form as provided in the Miscellaneous Document Section of these Specifications must be completed and submitted by the Contractor to the CITY prior to the release of retention monies.

2-7 CHANGES INITATED BY THE AGENCY

2-7.1 GENERAL

[Add the following:].

ENGINEER shall be the duly authorized officer of the CITY who may grant the changes prescribed in this section.

2-8 EXTRA WORK

[Add the following:].

The extra work as defined in this section of the Standard Specifications and any work done by the Contractor beyond the lines and grades shown on the plans shall only be performed when ordered in writing by the ENGINEER. In absence of such written order, any such work by the Contractor shall be considered unauthorized and will not be paid. Work so done may be ordered to be removed at the Contractor's expense.

2-9 CHANGED CONDITIONS

[Add the following:].

The Contractor shall promptly act to supply all information to the ENGINEER for proper evaluation. Failure to do so shall constitute a waiver of any payment for delays suffered by the Contractor.

SECTION 3 – CONTROL OF THE WORK

3-1 ASSIGNMENT

[Replace the 1st sentence with the following:].

No contract or portion thereof may be assigned without written consent of the BOARD.

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER

[Add the following:].

When any of the various units or operations of the work have been suspended, the Contractor shall give at least 24 hours advance notice of the time when he or his subcontractor will start or resume any of such units or operations. That notice is to be given during working hours, exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the ENGINEER to make necessary assignments to his representative on the work.

Any work performed in conflict with said notice, without the presence or approval of the ENGINEER, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at Contractor's expense and shall be removed at Contractor's expense, if so ordered by the ENGINEER or his representative on the work. Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before the final payment and final

acceptance of work shall be corrected immediately by the Contractor without extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing by the Contractor after the same has been approved by the ENGINEER, except by direction of the ENGINEER in writing. Deviations from the approved plans, as may be required by critical conditions of construction, must be authorized in writing by the ENGINEER.

All instructions, rulings and decisions of the ENGINEER shall be in writing and are binding on all parties unless a formal protest is made as provided in the following paragraph:

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling or decision of the ENGINEER or ENGINEER'S representative to be unfair, the Contractor shall, within ten (10) days after any such demand is made, or instruction, ruling or decision is given, file a written protest with the ENGINEER, stating clearly and in detail his objections and reasons therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the ENGINEER.

Upon receipt of any such protest from the Contractor, the ENGINEER shall review the demand, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of his final decision, which shall be binding on all parties, unless within the ten (10) days thereafter the Contractor shall file with the BOARD a formal protest against said decision of the ENGINEER. The BOARD shall consider and render a final decision on any such protest within thirty (30) days of receipt of same. If the BOARD fails to consider and render a final decision on any such protest within thirty (30) days of receipt of the same, the protest shall be deemed denied.

3-5 INSPECTION

[Add the following:].

If the Contractor requests and receives approval from the ENGINEER to receive inspection services from the CITY outside of a normal eight (8) hour day/forty (40) hour work week or on Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the CITY and ENGINEER for the special inspection services and Contractor shall pay for such special inspection services at a fee established by the ENGINEER to defray the cost for such service.

All work, which has been inspected and deemed defective in its construction or does not meet all of the requirements of the plans and/or specifications by the ENGINEER shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Any work done beyond the limits of the lines and grades shown on the plans or established by the ENGINEER or extra work done without written authority will be considered as unauthorized and not be paid.

Upon failure on the part of the Contractor to comply with any order of the ENGINEER made under the provisions of this article, the ENGINEER shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs and thereof from any monies due or to come due the Contractor.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside the limits of the project. No compensation will be allowed for disposing of rejected or excess material.

3-6 THE CONTRACTOR'S REPRESENTATIVE

[Add the following:].

Contractor shall file with the ENGINEER the addresses and telephone numbers where its designated representative may be reached during hours when the work is not in progress.

Instructions and information given by the ENGINEER to the Contractor's authorized representative or at the address or telephone numbers filed in accordance with this section shall be considered as having been given to the Contractor.

The Contractor shall have on the work site at all times a competent English-speaking superintendent, as his agent, capable of reading and thoroughly understanding the plans and specifications and other related documents.

3-7 CONTRACT DOCUMENTS

3-7.1 General

[Add the following:].

Contractor will obtain from the ENGINEER, free of charge, copies of plans, general provisions, special provisions and additions to the Standard Specifications that are reasonably necessary for the execution of work.

Contractor shall, at its own expense, obtain copies of the Standard Specifications and Standard Plans and Specifications of CALTRANS, for his general use.

If after the Contract is awarded it appears that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications and plans, the Contractor shall apply to the ENGINEER for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the Contract.

All scaled dimensions are approximate. Before proceeding with the work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the ENGINEER or his representative of any discrepancies.

3-10 SURVEYING

[Replace with the following:].

3-10.1 General

The Contractor will perform and be responsible for the accuracy of setting all required survey stakes adequate for the construction of the project.

3-10.3 Line and Grade

Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

All work under this Contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing the lines and grades and for the control of construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California-licensed land surveyor or by a California-licensed civil engineer allowed by law. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and the trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any error in the finished work and shall notify the ENGINEER within one (1) working day of any discrepancies or design errors discovered during staking.

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

3-12 WORK SITE MAINTENANCE

3-12.1 General

[Replace 2nd paragraph with the following:].

Unless the construction dictates otherwise, and unless otherwise approved by the ENGINEER, Contractor shall furnish and operate a self-loading motor sweeper with a functional water spray nozzle system at least once each working day to keep paved areas in the Work zone and along all haul routes acceptably clean whenever construction, including restoration, is incomplete.

3-12.2 Air Pollution Control

[Add the following:].

Failure of the Contractor to comply with the ENGINEER'S dust control orders may result in an order to suspend work until the condition is corrected and, after giving notice to the Contractor, the ENGINEER may order the condition corrected by others. All costs thus incurred shall be deducted from the amount to be paid to Contractor. No additional compensation will be allowed as a result of such suspension.

No separate payment will be made for any work performed nor material used to control dust resulting from Contractor's performance of the work or from public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered to be included in the prices paid for the various items of Work involved.

3-12.4.1 General

[Add the following:].

All surplus materials shall be removed from the site of the Work within five (5) days after completion of the Work causing the surplus materials.

3-12.6 Water Pollution Control

3-12.6.1 General

[Add the following:].

Discharge of storm water from construction sites that disturb land equal to or greater than one (1) acre must be in compliance with the state General Construction Activity Permit (Construction Permit). The latest permit provisions of the Construction Permit shall apply. The Contractor is required to contact the Santa Ana Regional Water Quality Control Board (Regional Board) for all information contained in the Construction Permit. In the event project construction occurs during the transition of revised Construction Permits, the Contractor shall incorporate the necessary modifications specified by the revised Construction Permit within the time period specified in the new Construction Permit.

Project Soil Disturbance is: **less than 1 acre** (No General Construction Permit required)

Construction activity subject to the Construction Permit includes clearing, grading, disturbance to the ground such as stockpiling, work area, or excavation that results in soil disturbances of at least one acre of total land area. Construction activity that results in soil disturbances of less than one acre is subject to the Construction Permit if the construction activity is a part of a larger common plan of development that encompasses one or more acres of soil disturbance or if it is determined that discharges from the project pose a significant threat to water quality.

The CONTRACTOR shall have an account with the State for SMARTS (Storm Water Multiple Application and Report Tracking System). The CONTRACTOR shall contact the CITY with their user ID so that the CITY will grant the CONTRACTOR access as a Data Submitter.

The CONTRACTOR shall complete the NOI within SMARTS <https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>. The CONTRACTOR will notify the CITY when the NOI is ready for the CITY to submit to the State. The CONTRACTOR shall pay all fees associated with the NOI process. The CONTRACTOR shall also complete all required reports within SMARTS as required by the General Permit and the Project's Storm Water Pollution Prevention Plan (SWPPP).

The CONTRACTOR shall complete the Annual Report and NOT within SMARTS. Once the CITY has been notified, the CITY will review and submit to the State for processing.

A copy of the latest permit is available at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The CONTRACTOR is hereby directed to read the Construction Permit thoroughly and comply with the requirements as specified therein.

3-12.6.2 Best Management Practices (BMPs)

[Add the following:].

The Contractor shall install and maintain the appropriate BMP's to protect water quality within the project limits through the duration of the Project.

The Contractor shall be responsible for any damage to any portion of the Work occasioned by failure to provide proper drainage control prior to the completion and acceptance of the Work.

Payment for furnishing, installing and maintaining BMP's inclusive of sweeping the Project site as required or directed by the ENGINEER shall be included in the other various bid items associated with the work and no additional payment will be allowed thereof.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

[Add the following:].

If a General Construction Permit is required pursuant to Section 3-12.6.1 of these General Provisions, the following SWPPP requirements shall be adhered to:

The Contractor is responsible for the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including, REAPs, monitoring, sampling, rain gauge records, weather reports, submitting pictures of every

third storm, non-authorized discharge reports, Ad-Hoc reports, Annual Reports, post construction BMPs and other requirements of the SWPPP.

The completed SWPPP must be signed by a QSD (Qualified SWPPP Developer). The completed SWPPP must be submitted to the resident engineer for City review and acceptance, prior to uploading to SMARTS. The Contractor will be responsible for uploading an electronic format of the SWPPP into SMARTS. The SWPPP must be signed by the City before construction begins. A copy of the SWPPP must be available at the site at all times and must be implemented and revised in accordance with the Construction Permit throughout the duration of the project.

Contractor must have QSP (Qualified SWPPP Practitioner). Contractor shall perform site inspections before and after the storm event, and once each 24-hour period during extended storm event, to identify BMP effectiveness and implement repairs or BMP modifications as soon as possible. Sampling of potential pollutant discharges shall be conducted by trained personnel and required laboratory test conducted by laboratory accredited by the California Department of Health Services Environmental Laboratory Accreditation Program.

Contractor shall be responsible for any penalties assessed against the City if the penalty assessed is due to Contractor's violation of the Construction Permit requirement, or Contractor's failure to fully implement and monitor SWPPP as required.

Erosion and Sediment Control Plans

Erosion and Sediment Control Plans shall be prepared by the Contractor as part of the SWPPP that identify adequate controls to prevent erosion and discharge of sediment off-site. Payment for the Erosion and Sediment Control Plans shall be included as part of the SWPPP.

3-12.6.4 Dewatering

[Add the following:].

Unless otherwise directed in these Special Provisions, the Contractor shall provide and maintain ample means and devices with which to promptly remove and properly dispose of water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The methods may include sump pumps, deep wells, well points, suitable rock or gravel placed below the required bedding for draining and pumping purposes, temporary pipelines, and other means.

Standby pumping equipment shall be on the job site. A minimum of one standby unit shall be available for immediate installation should any well unit fail. The design and installation of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or details indicating the proposed dewatering system shall be submitted to the CITY for review.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property.

Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operations. No water shall be drained into work built or under construction without prior consent of the ENGINEER.

Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the Contractor and submitted to the appropriate agency for approval at no additional cost to the CITY.

3-13.3 WARRANTY

[Replace 2nd sentence of 1st paragraph with the following:].

The warranty period shall start on the date the Work is accepted by the Board.

SECTION 4 – CONTROL OF MATERIALS

4-4 TESTING

[Add the following:].

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications. No materials shall be used until they have been approved by the ENGINEER.

The Contractor shall at his expense furnish the CITY, in triplicate, certified copies of all required factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the CITY shall not be incorporated in the work, unless the ENGINEER shall have notified the Contractor, in writing, that such testing and inspection will not be required.

At the option of the ENGINEER, the source of supply of each of the materials shall be approved by the ENGINEER before delivery is started and before such material is used in the work.

Unless otherwise provided in the Special Provisions, the CITY will complete and pay for the initial soils, compaction, and material tests. Any subsequent soil, compaction, and material tests deemed necessary due to the failure of initial tests will be at the Contractor's expense and deducted from the payment due.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS

[Add the following:].

The Contractor shall protect and indemnify the CITY, the BOARD, the ENGINEER, and all of its or their officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal and local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the ENGINEER in writing.

5-2 SPECIAL NOTICES

[Add the following:].

In addition to the special notices requirement to be served by Personnel Delivery or Certified Mail, special notices may also be served by the utilization of FedEx or UPS express service with a confirmed delivery receipt. Service shall be effective on the date of the receipt of the delivery confirm issued by FedEx or UPS.

5-3 LABOR

5-3.3 Payroll Records

[Add the following:].

In order to verify compliance with the Labor Code, Contractor shall furnish to the ENGINEER, weekly, for the duration of the contract period, copies of his payroll statements showing wages paid to each employee during the preceding week and the employee work classification. Use of Form DH-C-347, Payroll Statement of Compliance, is an acceptable method of fulfilling the above requirement.

5-3.5 Apprentices

[Replace with the following:].

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under it. The Contractor and any subcontractor under it shall comply with the requirements of those Sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

5-4 INSURANCE

[Replace with the following:].

The minimum amounts and types of insurance coverages are as stated in the Agreement (sample copy attached). Prior to bid submittal the BIDDER shall keep fully informed of the latest insurance requirements of the City of Costa Mesa and shall comply with all other provisions of Section 5-4 of the Standard Specifications.

Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the CITY requires that the ENGINEER receive Certificates of Insurance in **DUPLICATE** for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate.

Each insurance policy required by the CITY of the Contractor shall contain the following endorsements:

1. Additional Insureds

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

2. Notice

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City."

3. Other Insurance

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5-7 SAFETY

5-7.1 Work Site Safety

5-7.1.1 General

[Add the following:].

Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times.

5-7.8 Steel Plate Covers

5-7.8.1 General

[Add the following:].

All steel plate covers utilized for the project must be slide resistant. A non-slip coating will be required on the side of the steel plate that that will be utilized for the driving or walking surface.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

[Replace the 1st Paragraph with the following:].

The Contractor's proposed Construction Work Schedule shall be submitted to the ENGINEER for approval within ten (10) working days after the date of the BOARD's execution of the Contract Agreement. The Construction Work Schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The Construction Work Schedule shall provide sufficient detail to delineate the main milestones start and end dates for each activity with chronological relationships of all the activities of Work showing the number of working days required to complete the entire project within the Contract Days. The schedule shall also incorporate the requirements of Section 402-5 of the Standard Specifications to complete the Work within the Contract Days. Prior to issuing the Notice to Proceed, the ENGINEER will schedule a preconstruction meeting with the Contractor to review the proposed Construction Work Schedule, delivery dates, activity milestone dates, arrange utility coordination, discuss construction methods and staging, and clarify inspection procedures.

The Contractor shall submit progress reports to the ENGINEER by the tenth day of each month. The report shall include an updated Construction Work Schedule. All revisions shall be completed within three days after review by the ENGINEER. The Contractor shall submit requests for changes in the schedule to the CITY for approval at least three (3) working days prior to performing any work. Any deviations from the original approved Construction Work Schedule shall be explained and identified in the updated Construction Work Schedule. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall furnish the ENGINEER with a 3-week look ahead-schedule in a tabular format at every weekly construction meeting. The 3-week look ahead schedule shall utilize the main milestones within the approved Baseline Construction Schedule with updates and include sub-activities.

[Add the following:].

6-1.3 DAILY REPORT SUBMITTAL

Contractor shall submit daily reports to the CITY at the end of each working day. All forms shall be provided by the CITY. Any cost for this item shall be included in the various items of work and no other compensation will be allowed.

6-3 TIME OF COMPLETION

6-3.1 General

[Replace the 1st Sentence with the following:].

The Contractor shall begin the Work within **ten (10) Working Days** after the date the Contract is executed by CITY unless a later start date is agreed upon by the CITY and Contractor within a written Notice-to-Proceed. The Work shall be completed within **50 Working Days** from the date set in the Notice-to-Proceed or the first day of commencement of Work, whichever occurs first.

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION

[Add the following:].

Should it become necessary, due to developed conditions, to occupy any portion of the Work before Contract is fully completed, such occupancy shall not constitute acceptance by the CITY of work by Contractor.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT

6-7.3 Notice of Termination for Default

[Replace the 1st Paragraph with the following:].

The ENGINEER will make the determination if the Contractor had failed to commence satisfactory corrective action within 5 working days after the receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, and will take action as allowed by the Contract Documents.

6-7.4 RESPONSIBILITIES OF SURETY

[Add the following:].

Within 3 working days of receipt of the written notice of termination for default, the Surety shall provide the services needed to maintain the project in accordance with the Contract Documents. The services shall maintain the existing traffic control in place and the maintenance of the project site until the Engineer's review and acceptance of the Surety's plan for course of action.

6-9 LIQUIDATED DAMAGES

[Replace the 1ST Paragraph with the following:].

The CONTRACTOR shall pay to the CITY the sum of **\$500** per calendar day, for each and every calendar day's delay in finishing the Work in excess of the number of Working Days prescribed within these General Provisions and the Agreement.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.1 General

[Replace the 1ST Paragraph with the following:].

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work and as specified and shown on the drawings, including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor. No separate payment will be made for any item that is not specifically set forth in the Bid Proposal. Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the CITY.

When no bid item is provided for work/improvement shown or indicated on the plans and specifications, payment for such work/improvement will be considered to be included in various applicable items of work.

7-3.2 Partial and Final Payment

[Replace the 1st Paragraph in its entirety with the following:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The ENGINEER may approve such request when it is compatible with the CITY's payment procedure.

[Replace the 2nd Paragraph in its entirety with the following:].

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the Contract Unit Prices or as provided for in the Standard Specifications. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Replace the 3rd Paragraph in its entirety with the following:].

The amount retained and deducted by the BOARD shall be 5% of the progress estimates for all progress payments. No reduction in the amount of retention will be allowed. However, after 50% of the work has been completed, if the BOARD finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed. The final payment of the retention amount to the Contractor shall be made thirty-five (35) days after the date of the recording of the Notice of the Completion of the work after it is accepted by the CITY. The 5% withheld from each progress payment shall not include monies withheld for stop notices or other withholding by the CITY. The monies withheld for stop notice and other withholdings shall be in addition to the 5% withheld for retention.

[Add to end of Section the following:].

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7107 of the California Public Contract Code.

The lead time for processing invoices for the monthly progress payments approved by the ENGINEER for inclusion on the warrant list of the CITY is governed by the rules and regulations established by the Finance Department of the CITY. Monthly payments will be processed and paid in accordance with the rules and regulations established or revised by the said Finance Department.

The Contractor shall submit all weight tickets or volumes of all materials used in the construction to the ENGINEER for checking and verification prior to any payment. Failure to do so will postpone the payment to the Contractor, until the matter is resolved satisfactorily.

The weight or volume from submitted tickets must correspond to the work done in the field; if not, the City shall reject the work without compensation to the Contractor, and/or the Contractor shall be directed to replace that work at no additional costs to the City.

After completion of the Contract, the BOARD shall, upon recommendation of the ENGINEER, accept the Work as completed and authorize the Final Payment.

The Final Payment shall be the entire sum found to be due the Contractor after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

No certificate given or payment made under the Contract, except the final certificate or Final Payment, shall be conclusive evidence of full or substantial performance of this Contract; and no payment shall be construed to be an acceptance of any defective work or improper material.

The acceptance of Final Payment by the Contractor shall release the CITY, the BOARD, and the ENGINEER from any and all claims or liabilities on account of work performed by the Contractor under the Contract or any alterations thereof.

The Contractor shall record, on the set of contract documents maintained at the job site, deviations which have been made from the Contract Documents or approved shop drawings – including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Documents. Said record documents shall be supplemented by detailed sketches as necessary or directed, to indicate fully the work as actually constructed.

Requests for partial payments shall not be approved until the record documents are brought up to date. Also, request for final compensation shall not be approved until all the variations between the work as constructed and as originally shown in the Contract Documents have been properly recorded and delivered to the City, after approved by the Engineer.

[Add the following:].

7-3.2.1 Prompt Progress Payment to Subcontractors

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7200 of the California Public Code.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 7 days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within 7 days after the retention payment is received by the CONTRACTOR.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. This clause applies to both DBE and non-DBE prime contractors and subcontractors.

City will be strictly monitoring the Contractor for prompt payment to all subcontractors.

[Add the following:].

7-3.2.2 Prompt Pay Monitoring and Enforcement of Progress Payments

The City of Costa Mesa will use the following monitoring and enforcement mechanisms to ensure that all subcontractors, including DBE's, are promptly paid.

- A. The City will strictly monitor the prime contractor or subcontractor(s) for prompt release of progress payments for all subcontracted work as follows:

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

1. The effective date of release is the date the City releases the check to the prime contractor by mailing or hand delivery at the City of Costa Mesa (has to be requested in writing ahead of time).
 2. Prime contractor or subcontractor(s) to provide verification in writing that the subcontracts have been paid within 7 days or the time period agreed, from the effective date of release.
 3. City may contact subcontractor(s) to confirm receipt of progress payment amount and if it was received within 7 days or the time period agreed from the effective date of release.
- B. If the prime contractor or subcontractor(s) is found to be in default of Federal or State Codes concerning prompt payment to subcontractors, City will enforce the following besides the disciplinary action, sanctions and penalties imposed per the codes:
1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.
 2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

7-3.3 Delivered Materials

[Replace in its entirety with the following:].

The cost of materials and equipment delivered, but not incorporated in said work, will not be included in the progress payment estimate unless otherwise provided in these Specifications. All materials shall be nontoxic and shall not contain asbestos and hazardous substances as established by applicable laws.

Materials delivered, but not in place, will not be classed as work done, except as otherwise provided in these Specifications.

7-3.4 Mobilization

[Replace in its entirety with the following:].

Mobilization shall consist of all preparatory work and operations. It shall include, but not be limited to, the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project. The mobilization shall include all other work and operations, which must be performed.

Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site and the project administration costs during the entire contract period.

This work shall include, but not be limited to protect-in-place and/or relocation of the facility to accommodate the construction of an improvement; including resetting curb drains through new curbing.

The Contractor shall provide supervisory personnel to keep the construction site in a safe condition and all other related work as required at all times. These requirements shall also apply to all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as his agent, a competent English speaking superintendent capable of reading and thoroughly understanding the plans, specifications, and other related documents.

7-3.4.1 Travel Route for Trucking and Equipment

Plans indicating the travel route for the Contractor's equipment movement in and out of the work site must be submitted concurrently with the Haul Route Plan (Section 2-5.4) to the ENGINEER at the pre-construction meeting for approval prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the City. The approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according the City's requirements.

7-3.4.2 Construction Sequence/Order of Work

In order to minimize the inconveniences to the residents and businesses, the contractor shall construct the Project and sequence the work where no two adjacent streets are closed at one time, and/or the nearest parking is no more than 300' from the intersection of the street being closed to traffic. The Contractor shall maintain adjacent streets open for ingress and egress and for parking.

7-4 PAYMENT FOR EXTRA WORK

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor

[Add the following:].

The compensation for employer's payments of payroll taxes; workers compensation insurance; liability insurance; health and welfare; pension; vacation; apprenticeship funds; other direct costs resulting from Federal, State, or local laws; and for assessments or benefits required by lawful collective bargaining agreements to be applied to the actual cost for wages shall be **23 percent** for regular time and overtime.

7-4.3 Markups

7-4.3.1 Work by the Contractor

[Replace in its entirety with the following:].

The allowance for overhead and profit to be added to the Contractor's costs shall be as follows:

Labor:	20%
Materials:	15%
Contractor Owned Equipment	15%
Equipment Rental	10%*
Other Items and Expenditures	10%

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates.

7-4.3.2 Work by a Subcontractor

[Replace in its entirety with the following:].

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

No markups will be allowed for second tier or higher subcontractors.

[Add the following:].

7-6 SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

SECTION E
SPECIAL PROVISIONS

PART 1-8

[Add the following Section:].

PART 1
GENERAL

100-1 GENERAL

Additions/Modifications to Standard Specifications

The following additions are made to the latest edition of the "Standard Specifications for Public Works Construction", and the General Provisions stated within the "Standard Specifications" of this Project. Should there be a conflict between any of these provisions; the Special Provisions shall have precedence.

All work shall be performed in conformance with the latest edition of the Uniform Building Code as adopted by the City of Costa Mesa. The electrical, plumbing, and fire codes, and other regulations as adopted by the City of Costa Mesa Building Official shall apply to this project.

Where referenced in these specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by Building News, Inc., shall also apply.

If the item of work is identified within the Proposal section of these Specifications, then the following bid item descriptions will provide the corresponding bid item numbering within each corresponding section of the Standard Specifications under the Subsection entitled "Measurement and Payment" or "Payment". All other sections and subsections shall conform to the Standard Specifications unless modified herein.

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Contract Documents. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor, and all other items related to the work.

Payment for compliance with the following provisions shall be included in the various bid items of work unless otherwise modified in the special provisions section. No additional compensation will be allowed.

No separate payments will be made for any items that are not specifically set forth in the Bid Proposal. Payments for any such items are included in various bid items of work.

Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the City.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in the Standard Specifications, Section 7-1, "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with the Standard Specifications, Section 7-2, "Lump Sum Work."

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited, to the bid descriptions set forth herein.

100-2 MOBILIZATION AND DEMOBILIZATION

100-2.1 General

Mobilization shall comply with Section 7-3.4 of the General Provisions.

100-2.2 Measurement and Payment

BID ITEM No. 1: MOBILIZATION AND DEMOBILIZATION

Measurement and Payment for Mobilization and Demobilization shall be included in the **Lump Sum (LS) Price** basis. It shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the CITY; and complying with the requirements specified in those licenses and permits; coordination, field office facility, all required submittals specified within these Specifications, and incidentals necessary to perform all related items of work. Progress payments for Mobilization and Demobilization bid item shall be paid for in accordance with the completion percentage of the Project to the Contractor and shall include the cost of such mobilization/demobilization and administration during the entire Contract period. No additional compensation will be allowed.

100-3 ADDITIONAL WORK ITEMS

100-3.1 General

This work item entails work beyond the Scope of Work established within the Plans, Specifications, and Standard Specifications as directed by the ENGINEER with a specified Contract allowance

100-2.2 Measurement and Payment

BID ITEM NO. 2: ADDITIONAL WORK ITEMS

At the direction of the ENGINEER, the Contractor shall provide labor, equipment, and materials for the project management beyond the Scope of Work established within the Project Plans and Specifications. Work **might** include, but not be limited to; delivery of additional newsletters; disposal of materials; potholing; furnishing and installation of informational signs; and related work, and will only be performed if required, and approved by the ENGINEER. The Contractor acknowledges that this bid item will only be used at the discretion of the ENGINEER. The allowance for this line item is as shown within the Proposal Section of these Specifications.

Measurement and Payment for “**Additional Work Items**” shall be paid per **Force Account (F.A.)** for all work performed pursuant to Section 7-4.2 of these Specifications and shall, include all labor, equipment, materials as required to complete the work as directed by the ENGINEER.

PART 3
CONSTRUCTION METHODS
SECTION 300 – EARTHWORK

[Add the following:].

300-0 EARTHWORK IN STATE RIGHT-OF-WAY

300-0.1 General

All earthworks performed within the State of California Department of Transportation ("Caltrans") Right-of-Way shall conform to the requirements of Section 19 of the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways"

300-1 CLEARING AND GRUBBING

300-1.1 General

[Add or redefine the following:].

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

SECTION 302 – ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

[Add the following within each Subsection:].

302-5.1 General

Asphalt Concrete (AC) shall conform to Section 203-6 of the Standard Specifications, with Section 92, "Asphalt" of Caltrans Standard Specifications and Special Provisions, and as modified herein.

- AC base course shall be Type III-B2-PG-64-10 (3/4" sieve size).
- AC leveling course shall be Type III-C3-PG-64-10 (1/2" sieve size) (up to 0.10 foot thick). Unless otherwise directed by the ENGINEER, the finished surface of the new leveling course shall be 0.10-foot-thick measured from the top of milled surface to top of compacted leveling course at the center/crown of roadway.

All areas for reconstruction and leveling shall be marked in the field by the ENGINEER.

The Contractor is not allowed to drive his/her fully loaded trucks on the new asphalt concrete mat.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the Engineer at no cost to the City.

302-5.2 Not Used

[Replace with the following:].

302-5.2 Asphalt Removal and Replacement

The Contractor shall remove the existing AC pavement section down to the elevation as depicted on the Plans. All work shall comply with the applicable sections of the Standard Specifications as required.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications.

The Contractor shall replace and compact the aggregate base section to the required elevation as specified on the Plans. The aggregate base material shall be $\frac{3}{4}$ " CMB and conform to Section 200-2.4 "Crushed Miscellaneous Base" of the Standard Specifications.

The existing AC pavement shall be saw-cut to full depth to provide a clean, neat, and straight pavement break. Then the join between the existing pavement and the new pavement shall be sealed. A layer of tack coat shall be applied to all vertical-cut faces and between subsequent HMA lifts.

All excavated material shall be hauled and disposed of by the Contractor in accordance with these Special Provision and Standard Specifications.

The Contractor can elect to bring the entire AC Base Course to the existing finished grade prior to cold milling operations.

302-5.4 Tack Coat

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom, and the crack seal applied as part of the cold milling operation shall be set and inspected. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

302-5.9 Measurement and Payment

[Replace the first paragraph with the following:].

BID ITEM NO. 3: REMOVE & RECONSTRUCT ASPHALT CONCRETE SECTION AT I-405 BRIDGE APPROACH

Payment for “**Remove and Reconstruct Asphalt Concrete Section at I-405 Bridge Approach,**” shall be made at the unit price bid per **Square Foot (SF)**. The unit price bid shall include removal, subgrade preparation, surface preparation, AC Type Specified herein inclusive of the added AC depth to meet existing grade before cold milling operations, tack coat, temporary AC tapers, added CMB to conform to required pavement section, and all labor, material, saw cutting, transitioning, hauling, spreading, compacting, grading, equipment and incidentals required to complete the Work in accordance with these Specifications, as shown on the Plans, and no further compensation will be allowed.

Temporary asphalt concrete work where required by the ENGINEER for traffic control or other purposes shall be considered included in the price bid for the various items of work and no further compensation will be allowed.

BID ITEM NO. 4: TYPE “C” ASPHALT CONCRETE LEVELING COURSE

Payment for “**Type “C” Asphalt Concrete Leveling Course**” shall be made at the unit price bid per **Tonnage (TON)**, based upon certified weigh master tickets. The unit price bid shall include surface preparation, AC Type Specified herein, tack coat, temporary AC tapers, and all labor, material, saw cutting, transitioning, hauling, spreading, compacting, grading, equipment and incidentals required to complete the Work in accordance with these Specifications, as shown on the Plans, and no further compensation will be allowed.

Temporary asphalt concrete work where required by the ENGINEER for traffic control or other purposes shall be considered included in the price bid for the various items of work and no additional compensation will be allowed.

302-9 ASPHALT RUBBER HOT MIX (ARHM)**302-9.1 General**

[Add the following:].

Asphalt Rubberized Hot Mix (ARHM) shall conform to Section 203-11 of the Standard Specifications and as modified herein.

- The Asphalt Rubber Hot Mix Surface Course shall be Gap-Graded ARHM-GG-C-PG 64-16 (1/2" sieve size) and at least 0.15 foot thick

Finished surface of the new pavement shall be flush with the edge of the gutter for entire project area.

Contractor shall schedule paving operations to ensure that construction equipment does not drive over new AC material.

The Contractor is not allowed to drive his/her fully loaded trucks on the new ARHM mat.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Unless otherwise specified herein, there are no special equipment requirements to perform the work and the contractor shall comply with all equipment specifications of the Standard Specifications.

302-9.2 Tack Coat

[Add the following:].

Prior to placing the ARHM surface course, all receiving surfaces shall be cleaned by blowing air, water and/or broom. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

302-9.3 Distribution and Spreading

[Add the following:].

At least 24 hours of "cool off" time shall occur between A.C. lifts.

All temporary striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching.

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

302-9.6 Manholes (and Other Structures)

[Add the following:].

The Contractor shall be responsible for maintaining location of and access to, all water valves, water line gate valves and manholes during construction.

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work and comply with these Special Provisions.

The Contractor shall measure the bridge height clearance at the SR 73 north and south bridges after placement of the AC leveling course at the specified roadway location to confirm that the min. 15'-0" clearance will be achieved after placement of final surface course. Contractor to measure the final height from same location to confirm min. 15'-0"

clearance after final placement and compaction of surface course. If the measurement reduces the min. 15'-0" clearance, the Contractor shall be required to grind and re-pave the non-conforming area until compliance has been achieved and accepted by the ENGINEER.

The Contractor is directed to Section 403 within these Special Provisions with respect to raising, adjusting or reconstructing utilities to grade.

302-5.6 Rolling

302-5.6.1 General

[Add the following:].

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; joints shall be flush. If such joint exists, the Contractor shall be required to replace or repair that section as directed by the Engineer at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid.

e) Pneumatic rollers **shall not be used** without prior approval of the ENGINEER.

302-9.5 Joints

At all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall provide straight neat lines and transition the last twenty (20) feet of new pavement to form a smooth transition with the existing pavement.

302-9.8 Measurement

[Replace the first Sentence with the following:].

ARHM shall be measured by the TON

302-9.9 Payment

[Replace the first paragraph with the following:].

BID ITEM NO. 5: TYPE "GG-ASPHALT RUBBER HOT MIX (ARHM-G) SURFACE COURSE"

Payment for "Type "GG-C" Asphalt Rubber Hot Mix (ARHM-G) Surface Course" shall be made at the unit price bid per **Tonnage (TON)**, based upon certified weigh master tickets. The unit price bid shall include, surface preparation, ARHM specified herein, tack coat, temporary AC tapers, rock dust blotter, sweeping, and all labor, material, saw cutting, transitioning, hauling, spreading, compacting, grading, equipment and incidentals required to complete the Work in accordance with these Specifications, as shown on the Plans, and no further compensation will be allowed.

Temporary asphalt concrete work where required by the ENGINEER for traffic control or other purposes shall be considered included in the price bid for the various items of work and no additional compensation will be allowed.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS****303-5.1 Requirements****303-5.1.1 General**

[Replace the entire Subsection with the following:].

Concrete curbs, walks, gutters, spandrels, cross gutters, alley intersections, access ramps, and driveways shall be constructed of Portland cement concrete and comply with Section 201-1 of the Standard Specifications. The following class of concrete shall be used per each type of improvement:

- Curb and Gutter, Spandrels, Cross Gutters, Alley Intersections, and Driveways – **560-C-3250.**
- Sidewalks and Access Ramps – **520-C-2500**

The following AC type and Crushed Miscellaneous Base (CMB) shall be used with respect to each type of improvement:

- Asphalt Concrete Base Course shall conform to Section 302-5 of these Special Provisions.
- Crushed Miscellaneous Base (CMB) shall be $\frac{3}{4}$ " fine and comply with Section 200-2.4 of the Standard Specifications.
- AC Sidewalk – Surface Course (Type III-C3-PG64-10 ($\frac{1}{2}$ " sieve size)) in conformance with Section 203-6 of the Standard Specifications.

CITY Standard Drawings

The following CITY Standard Drawings shall apply:

- Curb and Gutter shall conform to the CITY Standard Drawing No. 312 and 314.
- Concrete Sidewalk - Nos. 411, 412, and 413, (and 414 where necessary). 4" Min PCC/4" CMB.

Caltrans Standard Plans

The following Caltrans Standard Plans shall apply:

- ADA Wheelchair Ramp - construction shall conform to Caltrans Standard Drawing No. RSP A88A adjusted to meet the latest ADA regulations and requirements. The width of the wheel chair access ramp "W" shall be a minimum of five (5') foot wide.

303-5.1.1 a) Access Ramps

The Contractor shall inspect the location of the Access Ramps to be re-constructed prior to beginning the work to determine the appropriate Caltrans Standard Plan Ramp Case to be constructed. If the work entails removing and replacement of existing concrete sidewalk outside the ramp work limit area as identified in these Specifications or as shown on the Plans, he/she shall notify the ENGINEER prior to initiating the work.

The Contractor shall construct all necessary variable height-retaining curb at the back of the curb ramp as well as other retaining curb, if required, pursuant to the appropriate Caltrans Standard Plan ADA Ramp Case as determined by the Contractor and accepted by the ENGINEER. The Contractor shall relocate all street signs effected by the ramp construction to a condition equal to or better than existing.

The detectable warning surface shall be Armor-Tile replaceable truncated domes or approved equal. Contractor shall submit a sample of the detectable warning surface to the ENGINEER for approval, prior to the start of construction. The color shall be **yellow**. The truncated dome mat shall be installed across the entire width of the bottom of the access ramp and shall be installed per the manufacturer's installation recommendations, or as directed by the ENGINEER.

The Contractor shall ensure safe passage by pedestrians during the ADA ramp construction and afford one safe crossing of the street at all times. The Contractor shall set-up all required signage and barricades within the work zone to provide safe pedestrian passage.

AC Tie-in

The Contractor shall saw cut, remove, and reconstruct a minimum of a two (2) foot width (slot patch) of adjoining structural section of the pavement to the limits of the ADA Ramp construction (BCR joint to ECR joint). The AC structural section to be replaced

shall be 8" AC Base Course/8" CMB or 12" full depth AC Base Course with compaction as required by the Standard Specifications.

If there is an asphalt concrete adjoining sidewalk to be reconstructed to tie into the new concrete ramp, a one-foot (1') adjoining pavement section shall be removed and replaced with a structural section of 4" AC Surface Course/4" CMB.

Curb and Gutter

The Contractor shall sawcut and remove existing curb and gutter, and construct either Type "C-6" curb and gutter or "C-8" curb and gutter pursuant to the existing curb and gutter condition conforming to the CITY Standard Drawing No. 312, rolled curb and gutter and/or modified curb and gutter at locations marked in the field by the ENGINEER or as designed on the Plans.

Removal of the Concrete Curb and Gutter and AC shall conform to Section 401 "Removal" of the Standard Specifications.

Existing Landscape Areas

All existing landscaping/irrigation/backfill removed, as part of the access ramp construction shall be replaced in-kind and made a part of the work in conformance with these Special Provisions and Standard Specifications at no additional cost to the CITY.

Other Existing Facilities and Obstructions

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations at no additional cost to the CITY.

The Contractor shall locate and protect the traffic signal home-run within the slot patch and ramp area and coordinate with the City with respect to the signal loop replacement work as shown on the plans or as required. If the Contractor damages the existing signal loop conductor/conduit or other wiring to the signal pull box, all damage to said existing improvements shall be repaired/replaced to an in-kind condition pursuant to the required specifications and the system shall be restored for full operation at no cost to the City.

The Contractor shall mark, protect, adjust, and re-set all utility boxes/vaults within the reconstructed area. Additionally, the Contractor shall replace any existing marked, labeled or stamped concrete on the face of curb of existing utilities, which include, but not limited, to water, sewer, gas, etc.

303-5.1.1 b) Curb and Gutter

Per CITY Standards, weakened plane joints are required every ten feet (10') and felt paper every forty feet (40'). Transitional curb and gutter shall be ten feet (10') from one type to the other. No construction joints will be permitted.

303-5.1.1 c) Concrete Sidewalk

The Contractor shall reconstruct existing concrete sidewalk and/or construct new concrete sidewalk around obstructions, meandering sidewalk, and other miscellaneous concrete construction conforming to these Special Provisions and as shown on the Plans. The Contractor may be directed to reconstruct concrete walkways within private properties in order to join new improvements. Prior to initiating the work outside the City rights-of-way, the City will obtain the necessary right of access documents from the private property owner.

If there is an asphalt concrete adjoining sidewalk to be reconstructed to tie into the new concrete sidewalk, a one-foot (1') adjoining pavement section shall be removed and replaced with a structural section of 4" AC Surface Course/4" CMB.

The Contractor shall inspect the location of the concrete sidewalk work area to be reconstructed prior to beginning the work. If the work entails removing and replacement of existing concrete sidewalk outside the work limit area as depicted within these Specifications or as shown on the Plans, he/she shall notify the ENGINEER prior to initiating the work.

Existing Landscape Areas

All existing landscaping/irrigation/backfill removed as part of the concrete walkway construction shall be replaced in-kind and made a part of the work in conformance with these Special Provisions, Standard Specifications, and as directed by the ENGINEER at no additional cost to the CITY.

The Contractor shall place new sod or seed and top soil to match the existing grass species in the areas adjoining the newly constructed concrete improvements that were disturbed by his/her operations. The Contractor may be directed by the ENGINEER to sod or seed other areas as necessary in conformance with these Specifications.

Top Soil shall be Modified Class "A" Topsoil and shall consist of 80% content of Class "A" Topsoil per the Standard Specifications and 20% content of processed wood product of type "I" organic soil amendment per the Standard Specifications.

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations. Any damage beyond the construction limit shall be repaired at the Contractor's expense per Section 400-1 of the Standard Specifications.

The Contractor shall protect and support existing irrigation lines and sprinkler heads in place and intact. The Contractor shall adjust the heads to the proper level upon completion of the new sidewalk replacement.

The Contractor shall furnish and install all new pipe sizes to match existing, but no less than ½" schedule 40, PVC pipe, to tie into existing pipes. New sprinkler heads shall be equal to or better than existing inclusive of all appurtenances. All work shall conform to the applicable sections of the Standard Specifications and as directed by the ENGINEER.

The Contractor may salvage and reuse sprinkler heads that are still in reusable and functional condition for use at locations from which they were removed.

The Contractor shall cut interfering portions of existing irrigation lines and cap all ends for future reconnection at the time that the work is started at each location. All repair and replacement of the irrigation system shall be done within five (5) days or sooner after disconnection. During disconnection period of existing irrigation systems, the Contractor shall maintain the existing grass, trees, shrubs, and other existing landscape in a live condition with a temporary irrigation system and/or shall water the landscaped areas by hand. Homeowner's water supply shall not be used without written consent from each homeowner.

The Contractor shall modify, relocate or replace and/or extend all encountered irrigation lines or sprinkler heads so as to give full coverage to landscape area.

The Contractor may be directed to extend the existing sprinkler system or place a P.V.C. sleeve under the new sidewalk improvements into the landscaped area between the curb and sidewalk and other locations as necessary as determined in the field by the ENGINEER.

Prior to accepting work, the Contractor must turn the system on, and it must work properly in the presence of and to the satisfaction of the Engineer and property owner. The Contractor shall replace any damaged and dead grass or landscaping beyond construction limits resulting from Contractor's operation or insufficient water supplies at no cost to the CITY.

Other Existing Facilities and Obstructions

Contractor shall adjust to grade existing water meter boxes (WM) to the new grade of the sidewalk. The water meter and water line shall be protected in place. Broken water meter boxes shall be removed and replaced by the Contractor, contact Mesa Water District to obtain and pickup new WM box. WM box shall be furnished to the Contractor at no cost.

The Contractor shall protect in-place the existing mail boxes or relocate them if they do not meet U.S. Post Office standards (see the Standard Plans section, if applicable). The Contractor shall provide a new post in case the existing one cannot be saved as determined by the ENGINEER in the field.

The Contractor shall relocate any street signs, which interfere, or conflict with construction of the sidewalk. A minimum 4-foot wide path of travel shall be required.

Sidewalk obstruction flare construction shall be per City Standard Drawing No. 413 or as shown on the Plans or as depicted within these Specifications.

At certain addresses, the Contractor will be directed to remove concrete and/or other improvements in the right-of-way. Upon the completion of the removal of existing concrete improvements within the parkway, including the underlying aggregate base for which no replacement is required, the Contractor shall backfill the void with Modified Class "A" Topsoil for placing new sod or seed as directed in those respective bid items.

303-5.9 Measurement and Payment

[Replace the entire Subsection with the following:].

BID ITEM NO. 6: REMOVE AND RECONSTRUCT ADA CURB RAMPS

Measurement and Payment for “**Remove and Reconstruct ADA Curb Ramps**” shall be per the unit price bid per **Each (EA)** as constructed in accordance with these Special Provisions, Standard Specifications, pursuant to the manufacturer's recommendations, and as shown on the Plans. The Work Limits are from BCR joint to ECR joint and include the appropriate tie-in to the existing curb and gutter and sidewalk as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing ADA ramp, curb and gutter, sawcutting existing AC, removal and disposal of AC section, concrete, forms and other incidentals to re-construct the ADA ramp pursuant to the appropriate Case, new curb and gutter, AC tie-in with slot cut, tie-in to existing curb and gutter and sidewalk, placement and compaction of CMB, purchase and installation of detectable warning surface, adjustments of existing utility boxes/covers to grade, replacement of landscape/irrigation within the work zone, restoration/repair/replacement of existing improvements damaged by Contractors operations, and all other incidentals to re-construct existing ramps as required by these Special Provisions, Caltrans Standard Specifications and Plans, and as shown on the Plans. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

BID ITEM NO. 7: REMOVE AND RECONSTRUCT CONCRETE SIDEWALK

Measurement and Payment for “**Remove and Reconstruct Concrete Sidewalk**” shall be per the unit price bid per **Square Foot (SF)** as constructed in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans. The Work Limits is as shown on the Plans and shall include, but not limited to, the following Work:

1. Saw cutting, clearing and grubbing, unclassified excavation, furnishing, placement and compaction of 4" CMB, placement of concrete, removing tree roots encounter within the excavation limits, blocking out and/or widening existing tree wells.
2. Restoration of existing sprinkler systems including any reducers required for different pipe sizes, and from existing or new pipes to the sprinkler heads, connection points, all fittings, all tees and ells, backfill material for pipe trench, and all miscellaneous materials for proper installation and/or modification for construction of complete sprinkler system removed by sidewalk replacement operations.
3. Furnish and place Modified Class "A" Topsoil, landscaping, plants and new sod as disturbed by operations.
4. Re-grading the areas adjacent to the new sidewalk construction to transition to join new improvements.
5. Adjusting water meter boxes and water valves to grade within replacement area.
6. Replacement, or repair to the existing curb drains during construction operations.

Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

[Replace the entire Section with the following:].

314-1 GENERAL

The striping, markings and signing shall be reinstalled at existing locations in accordance the latest edition of the State of California Standard Plans and Specifications, City Details for Striping and Markings, as modified within these Special Provisions, and as specified by the ENGINEER. The Contractor shall furnish all material, services, labor and equipment necessary for the required pavement preparations, layout and completing the pavement markings.

The installed material shall be plainly visible to the motorists both day and night. Nighttime visibility shall be by a retro-reflector induced by ordinary headlights.

These special provisions set minimum requirements on material characteristics of the pavement marking products. Requirements concerning application and contractor warranties shall be maintained to secure acceptable performances.

The contractor shall record the existing Striping and Markings for the entire project limits on the Plans and provide to the Engineer prior to removal operations.

Contractor shall restore pavement traffic striping and marking damaged during construction to original condition.

314-2 REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS

314-2.1 General

All striping must be removed by the wet sandblasting method with immediate cleanup of residue. No "blacking out" or temporary covering will be allowed. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations. Reflective striping tape may be used, except that it shall not be applied to final surfaces. It shall be completely removed from all surfaces prior to placement of subsequent work.

All pavement markers shall be removed without damaging the pavement.

314-3 TEMPORARY STRIPING, SIGNING, RAISED PAVEMENT MARKERS

The Contractor shall be responsible for the placement of all required temporary signing, striping, and markings and the removal of existing stripes and markings in the installation of required temporary striping.

Spotting shall be completed prior to the removal of any temporary striping of traffic control devices. Existing temporary stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without proper striping for more than 24 hours or over weekends or holidays.

Traffic striping and markings shall be removed before any change is made in the traffic pattern. Removal shall be coordinated with the installation of new pavement markings to provide continuous, non-conflicting guidance to public traffic.

Should temporary striping be required on the finished asphalt surface, the method and configuration must be approved by the ENGINEER for approval prior to placement.

At no time shall the street be open to traffic without delineation to separate opposing traffic. Temporary delineation type shall be at the inspector's discretion.

In general, temporary reflectorized markers are the preferred type of temporary delineation.

314-4 PERMANENT STRIPING AND PAVEMENT MARKERS**314-4.1 Surface Preparation**

In order to ensure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the thermoplastic pavement markings, and prime sealer.

314-4.2 Premarking

If the markings are not visible, the Contractor will be required to premark each installation prior to the application of the material. Where no existing markings are in place, the Contractor shall place the new pavement markings where directed by the Engineer.

314-4.3 Striping Standards

The Contractor shall conform to the following requirements:

1. All traffic lines shall conform to the Caltrans Standard Plans and Standard Specifications, (latest edition) and any amendments thereto, and these Special Provisions.

2. City standards are provided for Stop Legends, Stop Bars, Crosswalk striping within Appendix B of these Specifications.
3. The Contractor shall install traffic striping, markings, arrows and messages pursuant to the "Striping/Pavement Marking Chart" and sketch where provided. All work and materials shall conform to the requirements of Caltrans Standard Specifications (latest edition).
4. The following striping details shown in Caltrans Standard Plans A20A-D and A24A-E shall be routinely used for traffic lines.

<u>Line</u>	<u>Detail</u>	<u>Pavement Marker Info</u>
Yellow Centerline (Residential)	2	Type D
Double Yellow (Residential)	22	Type D
Skip White	9	Type G
Two-Way Left-Turn Lane	32	Type D
Channelizing Stripe	38B	Type G
Lane Drop Stripe	37B	Type C

5. All crosswalks, turn arrows, stop and yield bars and messages, and all other pavement legends except "Bike Lane" shall be installed in thermoplastic.
6. All yellow school crossings shall be upgraded to the Higher Visibility Crosswalk type Continental per 2018 Caltrans Standard Plans, Plan No. A24F. The crosswalks shall be 8 feet minimum using inside dimensions. The blocking shall be 24 inches wide with 24-inch min gaps or as required for alignment for wheel tracks. If the street intersects at an intersection where there is an existing Yellow Crosswalk due to the vicinity of the School, the crosswalk shall be painted and refreshed for the entire intersection. If the cross-street has a different pattern for crosswalk then the Contractor shall confer with the City staff for the direction on installing the appropriate type.
7. Bike lane stripes and messages shall be painted per Caltrans Standard Plan No. A20D, Detail 39 and 39A.
8. The first three (3) raised pavement markers for any white line at an intersection shall be Type "C" for the opposite direction of travel.
9. Two coats of paint shall be applied. The second coat shall be applied seven (7) days following the first application.

314-4.3.1 Thermoplastic Pavement Marking Material

All stop bars, crosswalks, Legends, and arrows shall be replaced using thermoplastic, and conform exactly to the City of Costa Mesa stencil types.

Thermoplastic shall be composed of Alkydloid/Maleic Thermoplastic Pavement material

that is applied to a road surface in a molten state by extrusion of the designated thickness and width. The stripe shall, upon cooling, be reflectorized and be able to resist deformation by traffic.

On all dry pavement surfaces binder/sealer shall be applied to the area where hot thermoplastic pavement markings are to be placed. The binder/sealer shall be that recommended by the manufacturer of the thermoplastic material. The material shall form a continuous film which shall dry rapidly and adhere to the pavement. The material shall not discolor nor cause any noticeable change in the appearance of the pavement outside of the finished pavement markings. All solvents shall have evaporated from the binder/sealer prior to the application of the molten thermoplastic materials.

314-4.3.2 Raised Pavement Markers (RPM)

The Contractor shall remove and replace all RPMs in accordance with these project special provisions.

The Contractor shall furnish and install raised pavement markings no sooner than seven (7) days nor later than fourteen (14) days following the final installation of traffic striping, and located pursuant to the striping plans.

314-4.3.3 Blue "Fire Hydrant" Raised Pavement Markers

The Contractor shall furnish and install blue reflective raised pavement markers on new pavement at existing fire hydrant locations. The Contractor shall install the raised pavement marker within seven (7) days following the second application of traffic striping paint. The new marker location shall be in accordance with the Typical Hydrant Marker Location Standard Drawing and the following requirements:

1. Two-way Streets or Roads: Markers shall be placed six (6) inches from edge of painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker shall be placed six (6) inches from the approximate center of the roadway on the side nearest the hydrant. See Figures 1 through 3 of the above-mentioned standard.
2. Streets with Left-Turn Lane at Intersection: Markers shall be placed six (6) inches from edge of painted white channelizing line nearest the hydrant. See Figure 4 of the above-mentioned standard.
3. Streets with Continuous Two-Way Left-Turn Lane: Markers shall be placed six (6) inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. See Figure 5 of the above-mentioned standard.

The Contractor shall furnish and install traffic delineation using paint "cat tracking," temporary marking tape, temporary flexible reflective markers, or other approved media immediately as existing stripes are removed, including bicycle lanes, in existing locations or as shown on striping sketch.

The Contractor shall "cat track" for striping and markings no later than 24 hours after the application of the slurry/ACSC.

No painting shall occur until the Engineer has reviewed the cat tracking and approved the striping layout. Changes to the cat tracking shall be performed by the Contractor as directed by the Engineer at no additional cost to the City.

The Contractor shall apply the first application of paint for traffic striping and markings no later than **seven (7) days** following the application of the slurry/ACSC.

The Contractor shall apply the thermoplastic no sooner than **seven (7) days** nor later than **twelve (12) days** following the application of the slurry/ACSC.

All legends, including limit lines, shall be striped within **72 hours** after the street (if applicable) has received the final surface course.

314-4.5 Pavement Marking Guarantee

The pavement marking material furnished and installed under this contract shall be guaranteed by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of pavement materials, smearing or spreading under heat, deterioration due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion resulting from defective materials or methods of application, loss of reflectivity, from traffic and wear.

314-5 Measurement and Payment

Bid Item No. 8: Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)

Measurement and Payment for "**Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)**" shall be included in the Contract price bid per **Lump Sum (LS)** and shall include full compensation for removal of existing striping, legends, markings, and RPM's; placement of all temporary striping, placement of all permanent striping, signage, pavement legends, and RPM's pursuant to the Plans and these Special Provisions and Caltrans Standard Specifications and Plans; and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

PART 4

EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-2 PERMANENT SURVEY MARKERS

[Replace with the following:].

Unless otherwise provided in the Special Provisions, the Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed Land Surveyor or Civil Engineer licensed to practice surveying, inventory all existing survey monuments and ties and establish sufficient temporary ties and bench marks to enable the points to be reset after completion of construction by the Contractor's Surveyor or Civil Engineer licensed to practice surveying. A copy of this inventory shall be submitted to the Engineer.

Submitted documents shall include field notes and sketches which must contain existing information of centerline control points, survey monuments and swing ties to be replaced such as existing L.S. No. or R.C.E. No., Per Parcel Map No. ____, or Tract Map No. ____, and other related information; they must be sealed and signed by the civil engineer or land surveyor registered by the State of California. The monument resetting work shall comply with the Subdivision Map Act, Orange County, California State requirements, and applicable CITY Codes.

[Add the following Subsection:].

400-2.1 CITY Standard Drawings

- Standard Drawing No. 613 or 615.

Any ties, monuments and benchmarks disturbed during construction shall be reset per City standards after construction and the tie notes submitted to the City on 8½" x 11" loose leaf paper. The Contractor and its sureties shall be liable, at Contractor's expense, for any resurvey required due to its negligence in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

400-2.2 Survey Monuments

Reset tie monument shall have at least four (4) control points.

The Contractor shall obtain prior approval from the ENGINEER before setting new survey monuments and ties.

New survey monuments shall be set on new pavement surface with a 2.5" (minimum) P.K. nail, spike, or equal and brass washer with an R.C.E. or a L.S. tag. Four (4) new control lead and tack swing ties shall be set on top of curb for each new survey monument.

If existing notches of a monument are on the manhole ring, said notches must be ground out after a new PCC collar is constructed around the manhole. The Contractor shall provide four points (monuments) of four-foot tangent over ties. Requirements shall be per the preceding paragraph.

If the Contractor fails to reset ties and monuments and fails to set new centerline ties, the CITY will hire private professional engineers or land surveyors to perform the work and will deduct such cost from the contract. The deduction shall include the cost of the CITY personnel time involved.

The Contractor must submit a corner record for each monument to the County of Orange for approval. The Contractor shall submit all approved monuments to the CITY before final payment.

The Contractor shall also submit to the CITY field notes and sketches for all existing control ties and monuments to be protected in place. These documents must be signed and sealed by either the Professional Licensed Land Surveyor or Civil Engineer registered in California.

400-3 PAYMENT

[Replace the last sentence with the following:].

BID ITEM No. 9: ADJUST AND RESET EXISTING SURVEY MONUMENTS AND TIES

Payment for "**Adjust and Reset Existing Survey Monuments and Ties**" shall be made at the unit price bid per **Each (EA)**, based upon submittal of the approved corner record from the County of Orange. The unit price bid shall include: filing fees with Orange County, swing ties, incidental traffic control, monument inventory, setting new monuments, corner records, and all labor, materials and other incidentals to adjust and reset the survey monuments and ties complete in-place and no additional compensation will be allowed.

The City reserves the right to change from constructing a survey monument and ties to replacing the existing survey monument and ties when existing information is available or delete this item of work at no additional cost.

SECTION 402 – UTILITIES**402-1 LOCATION****402-1.1 General**

[Add the following:].

Locations of utilities shown on plans are approximate only and are based on a search of available records.

Attention is directed to the possibility of utility mains or laterals within the project limits. The CONTRACTOR shall have the locations of the various utility facilities within reconstruction areas marked on the surface prior to construction and protect them during the removal and reconstruction procedures. The CONTRACTOR shall contact the City Transportation Services Department to locate traffic signal conduit within the reconstruction areas.

Prior to commencing any other work, CONTRACTOR shall carefully excavate and determine precise locations and depths of all utilities, including service connections, shown on the plans and marked in the field, which may affect or be affected by Contractor's operations. This work shall be done in accordance with Section 402-1.1 of the Standard Specifications. CONTRACTOR shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. CONTRACTOR shall be responsible for any damage to existing utilities shown on the plans pursuant to its location operations as required under this subsection of the Standard Specifications.

Upon completion of the Project, the CONTRACTOR shall be required to remove, to the satisfaction of the ENGINEER, all utility locator markings and utility tie-out paint markings that either the CONTRACTOR, the CITY or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters, using the removal method acceptable to the ENGINEER. Any damage to the existing improvements due to CONTRACTOR'S removal operation, shall be included in the various applicable items of work, and no additional compensation will be allowed therefor.

The CONTRACTOR shall notify owners of the utility companies at least two (2) working days in advance of any work (See Subsection 402-4 of these Special Provisions for utility contact information).

402-1.2 Payment

[Replace with the following:].

Payment for utility location by the Contractor shall be included in the bid prices for the various items of work requiring utility location and no further compensation will be allowed.

402-2 PROTECTION

[Add the following:].

The Contractor shall be responsible for protecting and supporting all existing utilities and maintaining the location of and access to all gate valves during construction. When damage to existing utilities is caused by the Contractor's operations, the Contractor shall, at his expense, repair or replace damaged facilities promptly, in accordance with all applicable sections of the Standard Specifications and the standards of each affected utility. Should the Contractor fail to perform the required repairs or replacements, the cost of performing such repairs or replacement by others shall be deducted from any monies due or to become due the Contractor.

402-2.1 Payment

Payment for utility protection by the Contractor shall be included in the bid prices for the various items of work requiring utility protection and no further compensation will be allowed.

402-4 RELOCATION

[Add the following:].

Any miscellaneous utilities to be relocated by the Contractor, as indicated on the Plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule its relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the Contractor's failure to do the work at times which are acceptable to the owner. The Contractor shall notify owners of the following companies at least two (2) working days in advance of any work:

AT&T (right-of-way) Valentina Gipson 3939 E Coronado St, Rm 2030 Anaheim, CA 92807 (o) 714-618-9132 Email: vk3921@att.com	Cost Mesa Sanitary District Javier Ochiqui, Management Analyst 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400 Email: jochiqui@cmsdca.gov
AT&T Rhonda Clary-Byers (engineer for Costa Mesa) or Doug DiPaolo 3939 E. Coronado St. Anaheim, CA 92807 (o) 714-618-9116 (o) 714-618-9125 Email: rc1315@att.com Email: dd2634@att.com	Costa Mesa Sanitation District Nabila Guzmán, Construction Notices 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400, ext. 230 Email: nguzman@cmsdca.gov

Mesa Water District Phil Lauri 1965 Placentia Ave. (inter-office mail okay) Costa Mesa, CA 92627 (o) 949-207-5449 (c) 949-631-1200 (24-hour) Email: phill@mesawater.org	Orange County Water District (OCWD) Chris Olsen P.O. Box 8300 Fountain Valley, CA 92728 (o) 714-378-3200 (c) 714-378-3240 (24-hour) Email: colsen@ocwd.com Email: utilityrequest@ocwd.com
Mpower Communications, Inc. Mark Denning 2698 White Road Irvine, CA 92614 (o) 949-864-0296 (c) 949-547-6455 Email: mdenning@telepacific.com	CA Regional Water Quality – Santa Ana Region Mark Smythe 3737 Main St., Suite 500 Riverside, CA 92501 (o) 951-782-4130 (c) 951-543-8523 Email: msmythe@waterboards.ca.gov
Orange County Sanitation District (OCSD) Rudy Davila P.O. Box 8127 Fountain Valley, CA 92728 (o) 714-593-7348 (c) 714-593-3301 (24-hour) Email: RDavila@ocsd.com	Irvine Regional Water District Kelly Lew 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-453-5586 (p) 949-729-7300 (24-hour) Email: lew@irwd.com
Irvine Regional Water District Brad Jackson (Area Construction Inspector) 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-632-0627 (p) 949-729-7300 (24-hour) Email: jackson@irwd.com	SCE (Senior Compliance) Susan Morgan (o) 909-835-7527 (c) 909-835-7527 Email: susan.morgan@sce.com <i>*No pre-construction meeting notices BUT Susan Morgan and Mónica Balderas would like to attend all UTILITY MEETINGS and be made aware of any fee schedule changes.</i>
Irvine Ranch Water Dist. – Development Services* Christian Kessler, P.E. 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-453-5300 (p) 949-453-5441 Email: kessler@irwd.com <i>*utility requests</i>	SCE (Service Planner – Orange Coast S/C) Damon Humphrey 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0534 Email: damon.humphrey@sce.com
Metropolitan Water District of So. California Civil Engineering Substructures Section Shoreh Zareh P.O. Box 54153 Los Angeles, CA 90054 (o) 213-217-7474 (c) 626-844-5610 (24-hour) Email: szareh@mwdh2o.com	SCE (Service Planner – Orange Coast S/C) Mónica Balderas 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-329-2778 Email: monica.balderas@sce.com

<p>Metropolitan Water District of So. California Civil Engineering Substructures Section Kieran Callanan P.O. Box 54153 Los Angeles, CA 90054 (o) 213-217-7474 (c) 626-844-5610 (24-hour) Email: kcallanan@mwdh2o.com</p>	<p>*Reminder* After facilities are identified on the plans, send the plans to Gail Gardner, and she will forward to SCE's planning department. Send to: gail.gardner@sce.com</p>
<p>SCE (Utility Notice Requests) Kasy Chapman 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0109 (c) 800-611-1911 (24-hour) Email: kasey.chapman@sce.com</p>	<p>Southern California Gas Co. Wilson Baldelomar P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-5091 (p) 800-603-7060 (24-hour) Email: wbaldelomar@semprautilities.com</p>
<p>SCE (Base Maps) Kimberly Gurule 1444 E. McFadden Ave., Bldg. "D" Santa Ana, CA 92705 (o) 714-796-9932 Email: maprequests@sce.com <i>*No pre-construction meeting notices to this address – map requests ONLY.</i></p>	<p>Southern California Gas Co. Wilson Baldelomar P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-5091 (p) 800-603-7060 (24-hour) Email: wbaldelomar@semprautilities.com</p>
<p>Southern California Gas Co. (Transmission) P.O. Box 2300 Chatsworth, CA 91313-2300 (o) 818-701-4546 Email: SoCalGasTransmissionUtilityRequest@semprautilities.com</p>	<p>Verizon Business Investigations 2400 N. Glenville Dr. Richardson, TX 75082 (o) 972-729-6016 (o) 469-886-4238 Email: investigations@verizon.com *2nd Email: chuck.czumak@verizon.com Contact Verizon Business for issues involving: --- Brooks Fiber Properties, Inc. --- MCI metro Access Transmission Svcs. --- MCI Telecommunications Svcs --- MFS Telecom, Inc. --- SourtherNet, Inc. / WorldComNetwork Svc. --- Intermedia Communications, Inc. --- XO Communications</p>
<p>Southern California Gas Co. Richard Clendineng P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-3262 Email: rclendineng@semprautilities.com</p>	<p>Charter Communications Don Simons Construction Manager, Zone 8 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-591-4871 Email: don.simons@charter.com</p>
<p>Southern California Gas Co. Peter Serrano P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-5067 Email: pserrano@semprautilities.com</p>	<p>Charter Communications Utility Research Requests E-mail: DL-SOCAL-CHARTER-ENGINEERING@CHARTER.COM</p>

Spectrum Time Warner Cable José Román 12051 Industry St. Garden Grove, CA 92841 (o) 714-591-4846 (c) 657-263-3641 Email: jose.roman@charter.com	XO Communications Matt Bergine Engineer IV Specialist-Network Engineering & Operations (o) 949-417-7841 (c) 714-822-6207 Email: matt.bergine@verizon.com
Spectrum Time Warner Cable Main Number 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-709-3390	XO Communications Switchboard (o) 703-547-2000
Spectrum Time Warner Cable Jeff Cox Email: jeff.cox@twcable.com Spectrum Time Warner Cable *utility requests* Email: west-engineering-relo@twcable.com * Spectrum Time Warner Cable Ángel Vega (o) 714-591-4889 Email: angel.vega1@charter.com	Kinder Morgan Jordan Neuner (o) 310-628-4350 Email: jordan_neuner@kindermorgan.com Karly Payne, Administrative Assistant (o) 714-560-4604 Email: karly_payne@kindermorgan.com
Spectrum Time Warner Cable Max Sandoval, Construction Coordinator (o) 714-719-9629	Newport-Mesa Unified School District Víctor Garza (o) 714-424-5080 Email: vgarza@nmusd.us
OCTA – Stops & Zones Kyle Poff 550 S. Main St. Orange, CA 92863 (o) 714-560-5833 Email: kpoff@octa.net OCTA (Detour Coordination) Dispatch: 714-265-4330	Newport-Mesa Unified School District Tim Marsh, Administrative Director, Facilities Support Svcs. (o) 714-4247527 Email: tmarsh@nmusd.us Newport-Mesa Unified School District Mary Gray Email: mgray@nmusd.us
OC Fair & Event Center Jerry Eldridge, Director of Facilities (o) 714-474-5983 Email: JEldgridge@ocfair.com	DIGALERT.ORG (24-HR) 811 2 days before digging.

Where existing utility main lines and conduits (excluding sewer main lines) and all utility service lines (excluding sewer laterals) are to be relocated or declared abandoned by the affected utility companies, the Contractor shall be responsible for contacting the respective utility representatives for coordinating the relocations and for determining the abandonments. The Contractor shall proceed with excavation in such a manner that will allow utility companies adequate and reasonable time to relocate service lines. The Contractor shall not be compensated for any delays caused by failure to coordinate the above work with utility companies.

[Replace the Section Title with the following:].

SECTION 403 – MANHOLE AND VALVE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

[Replace with the following:].

Contractor shall adjust existing manholes and water valves to grade conforming to all applicable sections of the latest edition of the Standard Specifications, Mesa Water District (MWD) Standards, and to the provisions of the City of Costa Mesa Standard Plans.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the ENGINEER, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the CITY for utility cuts in pavement.

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

[Replace entire Subsection with the following:].

403-3 MANHOLES AND VALVES IN ASPHALT CONCRETE PAVEMENT

[Replace with the following:].

403-3.1 Storm Drain and Sanitary Sewer Manholes

All Storm Drain (SD) and Sanitary Sewer (SS) Manholes are to be protected from debris prior to construction and shall be thoroughly cleaned of any construction debris, which may have entered the manhole due to the Contractor's operations.

Work shall include the removal or furnishing of grade rings as necessary to adjust the manhole to grade.

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the cover shall be $\frac{1}{4}$ inches below the finish grade of the asphalt pavement. The asphalt pavement material shall conform to the surrounding pavement and AC pavement requirements of these Special Provisions.

Existing SD and SS manholes shall be adjusted to new pavement grade **48 hours** after paving operation.

The Concrete for the SD and SS manholes shall be **560-C-3250**.

Contractor shall notify the Costa Mesa Public Services Department for coordination of SD manhole adjustments and Costa Mesa Sanitary District (CMSD) or Orange County Sanitation District (OCSN) for coordination of SS manhole adjustments at least two working days prior to beginning work.

403-3.1 Water Valves

Water valves shall be protected in place and shall be accessible at all times during construction.

Valve covers shall be marked as to their location by the contractor prior to the placement of the pavement. The contractor shall furnish new valve cans if existing cans are damaged during operation. Existing covers shall be adjusted to new pavement grade **48 hours** after paving operation.

Contractor shall notify the respective water district at least 2 working days prior to beginning work. All work adjusting water valve cans and covers to grade shall be inspected and approved by MWD.

Valve boxes shall be checked with a valve key for proper operation.

The Concrete for the valve covers and collars shall be **560-C-3250**.

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations. The Contractor may salvage and utilize all existing caps or sleeves, but shall be required to furnish all sleeve extensions. Any lost caps or sleeves shall be replaced by the Contractor at his cost.

All existing broken water sleeves shall be removed and replaced by the Contractor who shall contact the respective utility to pick up new sleeves for replacement.

403-5 PAYMENT

[Replace with the following:].

BID ITEM NO. 10: ADJUST MANHOLE COVERS TO GRADE

Payment for “**Adjust Manhole Covers to Grade**” shall be per the unit price bid per **Each (EA)** and shall include removal and disposal of existing improvements, adjusting the manhole to grade, and providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional compensation shall be allowed.

BID ITEM NO. 11: ADJUST WATER VALVE TO GRADE

Payment for “**Adjust Water Valve to Grade**” shall be per the unit price bid per each (EA) and shall include removal and disposal of existing improvements, adjusting the water valve to grade, providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with Mesa Water District (MWD) or Irvine Ranch Water District (IRWD) standards, the Standard Specifications for Public Works Construction, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans and no additional compensation will be allowed.

SECTION 404 – COLD MILLING

404-1 GENERAL

[Add the following:].

Cold milling of existing asphalt is required to remove damaged pavement and to permit new asphalt pavements to adhere to the existing surface and shall be performed per Plans and in accordance with Section 404, "Cold Milling" of the Standard Specifications, and as modified herein.

The existing asphalt concrete pavement shall be cold milled from the finished surface to a depth of 3 inches from edge of gutter to edge of gutter. The final depth, width, length and shape of the cut shall be 3" below the lip of gutter as indicated on the Plans. The final cut shall result in a uniform surface conforming to the typical cross section(s) except as otherwise directed by the ENGINEER. Except as otherwise called for on the Plans, all A.C. pavement cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the ENGINEER.

Burning or heat planning will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing.

The cold milled material shall be the responsibility of the Contractor to remove and dispose of from the Project limits in accordance with all laws and regulations.

404-1.1 Crack Sealing

Upon completion of the required cold mill depth, the Contractor shall inspect, sweep, and seal all cracks equal to or greater than ¼" wide and equal to or greater than 1" deep as follows:

Clean entire crack to a depth of up to 1" using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafcro as Road Saver 203, or approved equal. All crack filler material shall be in conformance with the manufactures specifications. The crack sealant placed shall be slightly below the cold milled pavement surface to avoid over-application and wicking through the new AC surface during compaction of the AC Base and Surface Course lifts. Deep cracks greater than 1" should be filled with sand and covered with a thin layer of sealant.

The sealant product shall conform to the following specifications:

ASTM D6690, D3405, AASHTO M173 and Federal SS-S-164 and SS-S 1041C.

All holes greater than 4" in diameter that exceed the cold mill depth specified shall be cleaned of loose materials, filled with Asphalt Concrete Type III-B2-PG-64-10 (3/4"

sieve size), and compacted to a smooth even surface with the adjacent existing milled pavement prior to placement of the AC Base or Leveling Course.

404-1.2 Existing Facilities

SR 73 Bridge Undercrossing

Prior to and upon completion of the required cold mill depth, the Contractor shall measure the height from the highest point on the roadway to the lowest bottom point of the bridge at the Northbound and Southbound SR 73 bridge and provide the results to the ENGINEER.

Survey Monuments

Surveyor's street and property line monuments, not scheduled for removal shall be protected in accordance with the Standard Specifications and these Special Provisions.

Utilities

The CITY has made every reasonable effort to locate and mark on the Plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so, therefore, Contractor must thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price bid for cold milling the removal work, additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or carbide tipped cutting teeth.

Curb and Gutter

Care shall be exercised not to damage adjacent concrete gutters or curbs. Gutters or curbs damaged shall be replaced at the Contractor's expense.

404-8 DISPOSAL OF MILLINGS

[Add the following:].

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

404-10 PAVEMENT TRANSITIONS

[Add the following:].

Where required, temporary asphalt concrete ramps shall be installed to meet all current ADA accessibility requirements. Additionally, temporary asphalt concrete shall be placed at all cross-street transition sections, driveways, and at the Caltrans bridge approach at I-405 as required for grade change conformance tapers.

404-11 MEASUREMENT**404-11 PAYMENT**

[Replace with the following:].

404-11 MEASUREMENT AND PAYMENT**BID ITEM No. 12: COLD MILL (3" MIN DEPTH)**

Measurement and Payment for "**Cold Mill (3" Min Depth)**" of the asphalt concrete pavement shall per the unit price bid per **Square Foot (SF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; doing all work involved in cold milling the existing asphalt concrete surfacing, hauling and disposing of the material; conforming to existing grades and transitions, furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, crack sealing, and measurement and documentation of the 73 bridge height before and after cold milling operations as specified in these Special Provisions and as shown on the Plans, and as directed by the Engineer, and no additional compensation shall be allowed.

PART 6

TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL

[Add the following:].

Prior to restricting normal access from public street to adjacent properties, the Contractor shall notify each property owner or owner's agent, informing them of the nature of the access restriction and the approximate duration of the restriction. The Contractor shall make every effort possible to minimize such restrictions.

600-2 VEHICULAR ACCESS

[Add the following:].

Trenches left open overnight shall be bridged in a safe and acceptable manner at all driveways and walkways to provide safe access.

The Contractor shall provide access as required to accommodate special circumstance at any residence including access for disabled, impaired, special medical needs, etc.

The Contractor shall use temporary asphalt surfacing at his own expense as required to maintain traffic in a safe and nondisruptive manner. The Contractor shall construct temporary AC ramps to provide safe and driveable access to residents and businesses. Transitional and temporary asphalt concrete shall be removed prior to placement of new AC pavement.

600-3 PEDESTRIAN ACCESS

[Add the following:].

A minimum of one four (4) foot wide pedestrian walkway shall be maintained and safely delineated along each public street at all times during construction.

Contractor shall provide emergency access for the fire trucks and other emergency vehicles at all times and notify the Police and Fire Departments in writing two (2) working days prior to construction.

The Contractor shall provide access as required to accommodate special circumstance at any residence including access for disabled, impaired, special medical needs, etc.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL

[Add the following:].

Traffic control shall also conform with the provision of the latest edition of Work Area Traffic Control Handbook (WATCH) published by Building News, Inc, within the City Right-of-Way and pursuant to the Caltrans Standard Plans and Specifications within the Caltrans Right-of Way, and the Plans and Specifications.

The Contractor shall perform all work for this Project Monday through Friday, except City observed holidays, and shall be allowed to work from 7:00 a.m. to 3:30 p.m. on residential streets, and from 7:00 a.m. to 5:00 p.m. on arterial and collector streets (see City's Master Plan of Highways for reference). The Contractor shall be allowed to work Saturdays and Sundays from 6:00 am to 10:00 am within the Caltrans SR-73 Right-of-Way (See Appendix C for further Permit information) with respect to ramp closure requirements. The Contractor may be allowed to work additional hours on Saturdays and Sundays pursuant to and at the discretion of the ENGINEER.

Special Conditions to Traffic Control and Limitations to Working Hours

Lane closures shall be allowed per the traffic control and working hours shown below. Minor deviations from the requirements concerning hours of work, which do not change the cost of the work, may be permitted by the Engineer upon the written request of the Contractor, provided that traffic will be better served and the work expedited. The Contractor shall obtain prior written approvals from the Engineer before adopting such deviations.

Per the Temporary Traffic Control Plan (TTCP), the project is divided into phases, and the working hours for each phase is as follows:

Phase 1 and 2: 7:00 AM to 8:30 AM will be for traffic control set-up; 8:30 AM to 3:30 PM will be for actual construction operations during weekdays.

Phase 3 and 4: 7:30 AM to 9:00 AM will be for traffic control set-up; 9 AM to 3 PM will be for actual construction operations during weekdays; 6 AM to 10 AM will be for actual construction operations during weekends, if necessary.

The hours listed herein are consistent with the TTCP.

The Contractor shall be allowed to close one lane only of traffic adjacent to construction site for construction on multi-lane streets during work hours. All remaining lanes shall be kept open for traffic circulation. The Contractor may close the work area to traffic on two-lane streets but must continue to provide two-way traffic at all times.

When traffic is transferred to pavement surfaces with the different elevations over 3/8-inch, it requires transitions of 10 feet per 1-inch, or fraction thereof, in the direction of travel, and a 3-foot transition perpendicular to the direction of travel.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TTCP)

[Add the following:].

The Contractor shall comply with the Temporary Traffic Control Plan (TTCP) in accordance with the Plans, the Standard Specifications, the Caltrans' Manual of Traffic Controls in Construction and Maintenance Zones (latest edition) within Caltrans Right-of-Way, these Special Provisions and the standards contained in the Work Area Traffic Control Handbook (WATCH) within City Right-of-Way, published by Building News, Inc. (latest edition). The Contractor can either accept the TTCP within the Plans and associated with the Caltrans Permit as the submittal or submit a modified TTCP for City review and approval that complies with the aforementioned requirements. **However, adjustments to the TTCP within the Plans associated with the Caltrans Right-of-Way will need to obtain further approvals by Caltrans, unless otherwise directed by the ENGINEER.**

NOTE: Contractor to be aware of the following restrictions to any and all work being performed within the City of Costa Mesa when developing the TTCP, unless otherwise directed by the ENGINEER:

- a. Any work within a two (2) block radius of any school will be performed during a school break or on weekends. Contractor shall coordinate work schedule with ENGINEER, prior to commencing of proposed improvements.
- b. Contractor is not allowed to perform any work adjacent to the Orange County Fair Grounds from Friday prior to the start of the Orange County Fair to the Monday after the Fair ends. During this time, Contractor shall coordinate with the Engineer locations of the streets, as specified in the City's Orange County Fair Moratorium Map, prior to commencing of proposed improvements.
- c. The Contractor shall not be allowed to perform any work from the Monday before Thanksgiving to the Monday after New Year's Day on Arterial streets, and during the week of any Holiday (Sunday through Saturday) on Residential streets. During this period, all work shall be completed, all travel and/or traffic lanes shall be restored to a safe condition, be fully operational, and shall be opened to vehicular traffic.
- d. During elections, no work will be allowed within six hundred feet (600') from polling place including no parking of construction equipment or employee vehicles within said distance of 600 feet.
- e. Prior to commencement of any work within City limits, the contractor shall coordinate with the ENGINEER so that the work performed will not interfere with any special events occurring in the City throughout the year.

- f. Any night or weekend work shall be approved by the City a minimum of five (5) working days prior to the scheduled construction of the streets affected.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES

601-3.4 Operations and Maintenance

[Add the following:].

The Contractor shall keep the areas adjacent to the Project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated. The Contractor shall be responsible for the project safety on a 24-hour basis each calendar day for the entire duration of the project.

The City will only provide inspection during the designated construction hours Monday through Friday and as approved by the ENGINEER for Saturday and Sunday work in accordance with the work hours defined herein. Any work done without inspection is at the Contractor's risk and subject to rejection. The replacement costs for rejected work will be borne by the Contractor.

The Contractor shall protect and preserve all the existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the CITY if damaged by the Contractor.

601-3.5 Signs and Signage

601-3.5.1 General

[Add the following:].

The Contractor shall use illuminated or reflective warning/construction signs at both ends of construction area, and at appropriate locations or as directed by the ENGINEER for the entire project. Solar powered flashing arrow boards will be required for all lane closures and may be required for other traffic control. In addition to other delineation, the Contractor shall be responsible for the project safety on a 24-hour basis. Where construction signing conflicts with existing signing, the Contractor shall cover existing signs in a manner approved by the ENGINEER.

In order to minimize interruption to the construction and the inconvenience to the motorists, the Contractor must post traffic control signs at all applicable approaches to forewarn traffic. All signs must be visible and readable to the traffic from a minimum distance of 75 feet.

The Contractor shall install C-18 ROAD CONSTRUCTION AHEAD, C-17 with APPROPRIATE SPEED LIMIT, and C-13 END CONSTRUCTION signage and as required pursuant to the Plans and Specifications.

The Contractor shall furnish, install, post and maintain in place "No Parking - Tow Away" signs of a minimum height of forty-two (42) inches (from ground finish surface to top of sign) on temporary traffic control devices (even if streets have posted "No Parking" signs), which shall be posted at least 72 hours prior to commencement of roadwork. On the sign, Contractor shall print the hours, day(s) and date of closure in two-inch-high letters and numbers. A sample of the completed sign shall be approved by the ENGINEER five (5) working days prior to posting. The signs shall be spaced at a maximum of 50 feet from the street intersection and/or from each adjacent sign and at 200 feet spacing within each alley. For any work to be performed on Monday morning or a morning following a holiday, the Contractor must post "No Parking - Tow Away" signs with all requirements as specified at least 48 hours prior to weekend or holiday begins.

When directed by the ENGINEER, the Contractor shall provide flagmen to direct the traffic, at no additional contract cost to the CITY.

Coordination of Traffic Control with Residents, Utilities, and other Agencies

The Contractor shall complete the following coordination efforts with residents, affected utilities, and other agencies as part of the Temporary Traffic Control work:

a. Scheduling

The Contractor shall submit the Construction Work Schedule to the CITY for review and acceptance pursuant to Section 6-1.1 of the General Provisions. This schedule shall provide affected residents and businesses ample "on-street" parking within an 800-foot distance from their residence and/or businesses'. Requests for changes in the schedule shall be submitted by the Contractor to the CITY for approval at least three (3) working days prior to the scheduled construction of the streets affected.

b. Notification

Two (2) weeks prior to construction, the Contractor shall be responsible for all notification to the residents and the businesses, and provide project status updates to affected residences and businesses informing them of the pending Project and Scope of Work. The Contractor shall submit a resident notification letter to the CITY for approval at least five (5) working days prior to delivery. The Contractor shall hand deliver copies of the approved notification letter and a newsletter (copies provided by the CITY) to the affected residences and businesses prior to the scheduled construction of the streets (See mobilization for date notice is to be delivered.) This letter shall state the date and time of restricted travel on the affected streets. Failure to meet the approved schedule requires that the Contractor immediately notify residents of the cancellation for that day's work and reschedule construction of the affected area at a later date, at no cost to the CITY. Notification of rescheduled work shall follow this same procedure.

Notify the ENGINEER five (5) working days before commencing the concrete work as stated in "a" above.

Notify the trash pick-up company "Costa Mesa Disposal" and all other trash haulers licensed to do business within the city of Costa Mesa of the schedule of work and the limitation of access. Coordinate with trash haulers and residents to ensure that regularly scheduled trash collection will occur. Contact Public Services Department at (714) 754-5307 for addresses of Costa Mesa Disposal and other trash haulers; also notify U.S. Postal Service and all other affected utilities (Edison, sewer, water, gas, telephone, etc.).

Coordinate with Orange County Transportation Authority to plan and to accommodate bus routes at least five (5) working days prior to commencement of any work, which will affect any of their facilities.

601-3.6.4 Barricades

[Add the following:].

Type I, II, and III barricades shall be used at all approaches, per standards and as directed by the Engineer. The Contractor shall employ sufficient traffic barriers to prevent traffic from entering the construction areas.

601-4 TEMPORARY TRAFFIC STRIPING AND PAVEMENT MARKINGS

The Contractor shall provide temporary delineation as depicted in the TCP and as directed and approved by the ENGINEER. Temporary delineation shall include wet nozzle sandblasting of conflicting markings, installation and removal of temporary centerlines or lane lines, detour signing, barricading, replacement of traffic lines, and markings in their proper locations upon termination of the detour phase.

Provide temporary travel lane delineation, as required, at all times. Temporary flexible reflective stick on markers (slurry markers) may be applied.

Any locations yielding a situation that is not considered driveable by the ENGINEER shall be resolved by the Contractor at the direction of the ENGINEER. The Contractor shall not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action.

Provide temporary traffic restriping at the conclusion of any working day for any centerline or lane line, which is obliterated by construction for a distance longer than 65 feet.

601-4.3 Removal

[Replace with the following:].

Removal shall conform with Section 314-2 of these Special Provisions.

The Contractor shall provide the first coat of permanent traffic restriping in accordance with Section 314 of these Special Provisions.

601-4.4 Measurement**601-4.5 Payment**

[Replace both with the following:].

601-4 4 Measurement and Payment

Measurement and Payment for Temporary Traffic Striping and Pavement Markers shall be in accordance with Section 314-2 of the Special Provisions.

601-5 TRAFFIC LANE WIDTHS AND CLEARANCES**601-5.2 Lanes Widths**

[Add the following:].

The minimum lane width shall be 10 feet. There shall be a minimum of 5 foot clearance from open excavations deeper than 4-inches, and 24-inches clearance from other obstructions and any excavations less than 4-inches unless authorized by the Engineer. The clearance requirements from open excavations may be reduced if k-railing (if the contractor so chooses) with crash cushions are utilized; the specification and layout of the K-rails with crash cushions shall conform to Caltrans' standards and shall be approved by the ENGINEER; all costs for K-rails and crash cushions shall be borne by the Contractor.

[Add the following Subsection:].

602 MEASUREMENT AND PAYMENT**BID ITEM No. 13: TEMPORARY TRAFFIC CONTROL**

Measurement and Payment for “**Temporary Traffic Control**” shall be at the contract price bid per **Lump Sum (LS)** and shall be considered full compensation for providing the Temporary TCP, coordination, notifications, signage, and all labor, materials, equipment, and other related work as required to implement the TCP as shown on the Plans, in accordance with all applicable sections of these Special Provisions, Standard Specifications, Caltrans Standard Specifications and Plans, and Caltrans Permit conditions, and no additional compensation will be allowed. The progress payment for Temporary Traffic Control shall be based on the completion percentage of the entire Project as determined by the ENGINEER.

PART 7

STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION 701 – CONSTRUCTION

701-11 PULL BOXES

701-11.2 Measurement

701-11.3 Payment

[Replace both with the following:].

701-11.2 Measurement and Payment

BID ITEM NO. 14: INSTALL NO. 6 (T) TRAFFIC PULL BOX

Measurement and Payment for “**Install No. 6 (T) Traffic Pull Box**” shall be per the unit price bid per **EACH (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; doing all work involved in sawcutting the PCC Sidewalk, removing the PCC to install the pull box, furnishing and installation of the No 6 (T) Traffic Pull Box per Caltrans Standard Plans RSP ES 8A/B, bedding, backfill, compaction, hauling and disposing of the material, PCC tie-in per City standards, and all fittings and connections and additional trenching as required to connect the 4” PVC Sch. 80 conduit into the pull box; as specified in these Special Provisions, as shown on the Plans, in accordance with the Standard Specifications, and City standard drawings, and as directed by the Engineer, and no additional compensation shall be allowed.

701-12 CONDUIT

701-12.6 Measurement

701-12.7 Payment

[Replace both with the following:].

701-12.6 Measurement and Payment

BID ITEM NO. 15: INSTALL 4” DIA. CONDUIT (PVC SCH. 80)

Measurement and Payment for “**Install 4” Dia. Conduit (PVC Sch. 80)**” shall be per the unit price bid per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; doing all work involved in sawcutting the AC, removing the AC, trenching, furnishing and installation of the 4” Dia. Conduit (PVC Sch. 80), pull rope, bedding, backfill, slurry cement, compaction, hauling and disposing of the material, AC Base Course placement and compaction, and all fittings and connections to the No. 6 (T) traffic pull boxes; as specified in these Special Provisions, as shown on the Plans, in accordance with the Standard Specifications, and City standard drawings, and as directed by the Engineer, and no additional compensation shall be allowed.

701-17 TRAFFIC SIGNAL CONSTRUCTION

[Replace the entire Subsection with the following:].

Section 86 and 87 of the Standard Specifications and Standard Plan of the State of California, Department of Transportation (Caltrans), Division of Highways, shall apply to all construction materials, methods, and payment, except as stated herein for Traffic Signal Construction. The Contractor shall visit the site during the bidding phase to estimate the quantities for replacement of existing systems as specified. Contractor shall also obtain existing record drawings for further verification of striping layout, which is also covered under Section 314-1 of these Special Provisions. Any changes or deviations between the plans and field markings shall be at the engineers' discretion at no additional expense. To obtain record drawings, contact Public Services, 714-754-5323.

86-1.04 Guarantee

The Contractor shall guarantee the entire work constructed by the Contractor under this contract and will fully meet all requirements as to quality of workmanship and materials furnished by the Contractor. Contractor shall make, at the Contractor's expense, any repairs or replacements made necessary due to defects in workmanship or materials furnished by the Contractor that become evident within one year after filing of the Notice of Completion of the work the Contractor shall restore to full compliance with the requirements of these specifications, any part of the work which during the one-year period is found to be deficient with respect to any provision of the plans and specifications.

The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and the Contractor's surety shall be liable to the City for all incurred costs.

86-1.05 Maintaining Existing and Temporary Electrical Systems

All existing signal indications, pedestrian push buttons, and control equipment shall be maintained in operation. Loop detectors damaged during construction shall be replaced within two (2) calendar days after final paving operations. Damage to other traffic signal equipment shall be repaired immediately.

86-5 Detectors

In addition to 86-5.01A(5) Installation Details, the following shall be added:

With reference to Curb Termination Detail Type A, ES-5E California Standard Plan, page 255, the excavation in the pavement adjacent to the curb and gutter section shall be backfilled with a combination of four inches (4") minimum thickness fine hot mix bituminous material with 5.6 percent by dry weight asphalt binder mixed with minimal aggregate over two inches (2") minimum thickness, 95 percent compacted sand tack coated on all contact surfaces. Entering saw-slot shall be deepened to allow both

conduit and slack loop leads to be entire within the compacted sand. Neither asphalt nor epoxy is to be allowed to encase the loop leads. Provide and install new conduit for detector loop lead-ins as required.

If required, the Contractor shall test the detectors with a motor-driven cycle, as defined in the California Vehicle Code, that is licensed for street use by the Department of Motor Vehicles of the State of California. The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components or vehicles designed to activate the detector will not be permitted. The Contractor shall provide a operator who shall drive the motor-driven cycle through their response or detection area of the detector at not less than three (3) miles per hour nor more than seven (7) miles per hour. The detector shall provide an indication in response to this test.

The contractor shall install Type F loops for First Row Presence Detection or Type D Circular loops as required and Type E loops for the rest including Advanced Detection. For presence detection contractor shall install following number of Type D or F loops per lane:

- Left-turn lane – 4 loops at 10 O.C.
- Thru lane – 2 Loops at 10 O.C.
- Right turn lane (if applicable) – 1 Delay Loop

All Front Row Presence loops shall be installed starting at 1 foot behind the limit line.

For Advanced detection, the contractor shall install 1 Type E loop per Thru lane.

The Contractor shall test loops, associated wiring and splicing from the controller cabinet to assure continuity and shall establish that the signal and loops are fully actuated and operating as designed. The Contractor shall completely assess existing conditions and shall immediately notify the Engineer of any existing deviation from normal actuated signal operation in writing prior to start of work.

Loop wire shall be Type 1. Loop detector lead-in cable shall be Type B

All traffic loop detector installations shall be Type E and have a minimum one (1) inch cover conforming to Caltrans Standard Plan ES-5A and ES-5B.

Loops shall be installed 2 days following final AC work at intersections.

Loop conductors and epoxy shall be installed on the same day the loop slots are cut. The Contractor shall seal all loop slots with asphalt emulsion sealant or approved equal.

Slots in asphalt concrete pavement shall be filled with asphaltic concrete sealant as follows:

Temperature of sealant material during installation shall be above 70° F. Air temperature during installation shall be above 50° F. Sealant placed in the slots shall be compacted by use of an 8-inch diameter by 1/8-inch thick steel hand roller or other tool

approved by the Engineer. Compacted sealant shall be flush with the pavement surface. Minimum conductor coverage shall be one inch. Excess sealant remaining after rolling shall not be reused. On completion of rolling, traffic will be permitted to travel over the sealant.

The Contractor shall determine if the existing loop lead-in conduit is adequate to accommodate the proposed loop wiring. Any increases in conduit size required to complete the work shall be included in the bid, and no additional compensation shall be allowed.

The Contractor shall contact the Engineer two (2) working days in advance for marking the locations of all existing loop detectors and adjusting signal timing prior to damaging or covering existing loops. The Engineer shall approve loop locations prior to installation; 6' Type E (circular) loops shall consist of 4 wraps.

Loop detectors shall be disconnected in adjacent pullbox prior to pavement removal or pavement milling operations.

All signal loop removal and installation within the Caltrans SR 73 Right-of-Way shall comply with the Caltrans Standard Plans and Specifications. Contractor is directed to Appendix C – Caltrans Permit and As-Built Plans for further information.

87-1.03V Detectors

Autoscope Vision Video Detection System, or approved equal.

This specification sets forth the minimum requirements for a video detection system that detects vehicles, bicycles, and motorcycles on a roadway by processing video images and that provides vehicle presence, traffic flow data, event alarms, and full-motion video for real-time traffic control and management systems.

1. System Hardware

The video detection system shall be comprised of two major hardware components: a video sensor and a communications interface panel. An optional wired input/output card shall be available for certain cabinet types.

1.1. Video Sensor

The video detection system shall include a video sensor that integrates a high-definition (HD) camera with an embedded processor for analyzing the video and performing detection.

1.1.1. Camera and Processor

1.1.1.1. The camera shall be a color CMOS imaging array.

1.1.1.2. The camera shall have HD resolution of at least 720p (1280x720 pixels).

1.1.1.3. The camera shall include a minimum 10X optical zoom.

- 1.1.1.3.1. It shall be possible to zoom the lens as required to satisfy across-the-intersection detection objectives, including stop line and advance detection.
- 1.1.1.3.2. It shall be possible to zoom the lens remotely from the TMC for temporary traffic surveillance operations or to inspect the cleanliness of the faceplate.
- 1.1.1.4. The camera shall have direct, real-time iris and shutter speed control by the integrated processor.
- 1.1.1.5. The processor shall support H.264 video compression for streaming output.

1.1.2. Video Sensor Enclosure Assembly

- 1.1.2.1. The camera and processor shall be housed in a sealed IP-67 enclosure.
 - 1.1.2.1.1. The faceplate of the enclosure shall be glass and shall have hydrophilic coating on the exterior surface to reduce debris accumulation and maintenance.
 - 1.1.2.1.2. The faceplate shall have a thermostatically-controlled indium tin oxide (ITO) heater applied directly on the interior surface to keep the faceplate clear of condensation, snow, ice and frost.
- 1.1.2.2. An adjustable aluminum visor shall shield the faceplate from the sun and extraneous light sources.
- 1.1.2.3. An integral aiming sight shall assist in aiming the camera for the detection objectives.
- 1.1.2.4. A removable rear cap and cable strain relief shall seal the power connection.
 - 1.1.2.4.1. The rear cap shall be tethered to the enclosure to avoid dropping the cap during installation.
 - 1.1.2.4.2. The rear cap shall be fastened to the body of the video sensor with a single, captive bolt.
- 1.1.2.5. The rear cap and enclosure shall include Gore breathers to equalize internal and external pressure.
- 1.1.2.6. The sensor shall be self-supporting on manufacturer's mounting brackets for easier fastening during installation.
 - 1.1.2.6.1. It shall be possible to rotate the field-of-view 360° without changing the angle of the visor.

1.1.3. Power and Communications

- 1.1.3.1. Power and communications for the video sensor shall be carried over a single three-conductor cable.
 - 1.1.3.1.1. Termination of the three-conductor cable shall be inside the rear cap of the enclosure on a three-position, removable Phoenix terminal block. Each conductor shall be attached to the Phoenix plug via a screw connection.
- 1.1.3.2. The video sensor shall operate normally over an input voltage range of 89 to 265 VAC at 50 or 60 Hz.
- 1.1.3.3. Power consumption shall be no more than 16 watts typical.
- 1.1.3.4. No supplemental surge suppression shall be required outside the cabinet.

- 1.1.3.5. All communications to the video sensor shall be broadband-over-power via the same three-conductor cable that powers the unit. Coaxial cable shall not be required.

1.2. Communications Interface Panel

The video detection system shall include an interface panel in the traffic cabinet that manages communications between the video sensors, the traffic management center, a maintenance technician, and the traffic cabinet itself.

1.2.1. Video Sensor Connection

- 1.2.1.1. The communications interface panel shall provide connection points for four video sensors.
- 1.2.1.1.1. Each sensor connection shall be a 3-pole terminal block, which supplies power and broadband-over-power communications to the sensor.
- 1.2.1.1.2. The broadband-over-power communications shall provide a throughput of 70 to 90 Mbps.
- 1.2.1.1.3. The broadband-over-power connection shall support at least 1,000 feet of cabling to the video sensor.
- 1.2.1.1.4. Each video sensor connection shall include a power switch.
- 1.2.1.1.5. There shall be an LED for each video sensor to indicate the state of the power to the sensor and an LED for each video sensor to indicate the status of communications.
- 1.2.1.1.6. Each video sensor connection shall contain a resettable fuse.
- 1.2.1.1.7. Each video sensor connection shall provide high-energy transient protection.

1.2.2. Traffic Management Center (TMC) Communications

- 1.2.2.1. An Ethernet port shall be provided to connect to a remote Traffic Management Center (TMC).
- 1.2.2.1.1. The TMC connection shall support 10/100/1000 Mbps Ethernet communication.
- 1.2.2.1.2. The communications interface panel shall proxy all network requests that arrive on the TMC connection to avoid unwanted network traffic from reaching the broadband-over-power network between the communications interface panel and the video sensors.
- 1.2.2.1.3. All communications to the video detection system through the TMC connection shall be to a single IP address.

1.2.3. Local User Communications

- 1.2.3.1. A wired Ethernet port shall be provided to connect the technician at the cabinet to the video detection system for setup and maintenance purposes.
- 1.2.3.1.1. The maintenance port shall support 10/100/1000 Mbps Ethernet communication.
- 1.2.3.1.2. All communications to the video detection system through the maintenance port shall be to a single IP address.

- 1.2.3.1.3. The maintenance port shall support DHCP to automatically assign an IP address to the user's computer, if desired.
- 1.2.3.2. An 802.11g Wi-Fi access point shall allow wireless connection to the video detection system at the cabinet for setup and maintenance purposes.
 - 1.2.3.2.1. All communications to the video detection system through the Wi-Fi access point shall be to a single IP Address.
 - 1.2.3.2.2. The Wi-Fi access point shall support DHCP to automatically assign an IP Address to the user's computer.
 - 1.2.3.2.3. The Wi-Fi access point shall include a dipole, omnidirectional antenna.
 - 1.2.3.2.4. A momentary pushbutton shall allow the user to turn the Wi-Fi access point on or off.
 - 1.2.3.2.5. The Wi-Fi access point shall turn itself off automatically after a period of inactivity from connected devices.
 - 1.2.3.2.6. An LED shall indicate when the Wi-Fi access point is enabled.
 - 1.2.3.2.7. The Wi-Fi access point shall operate simultaneously with the wired maintenance port and with the TMC connection.

1.2.4. Traffic Controller Connection

The communications interface panel shall provide one connection to communicate to the traffic controller through the cabinet.

- 1.2.4.1. The traffic controller connection shall support a TS2 Type 1 compatible SDLC interface.
 - 1.2.4.1.1. The traffic controller connector shall be a 15-pin female metal shell D sub-miniature type connector to support a standard NEMA TS2 or TEES SDLC cable.
 - 1.2.4.1.2. The traffic controller connection shall support a protocol interface to SDLC-capable traffic controllers (NEMA or TEES).
 - 1.2.4.1.3. The traffic controller connection shall support the NEMA TS2 SDLC protocol to include up to 64 detector outputs and 32 inputs.
- 1.2.4.2. The traffic controller connection shall be able to connect to a wired input/output card, which supports wired I/O in cabinets without a SDLC-capable controller.
 - 1.2.4.2.1. The wired I/O data communications link shall support at least 24 outputs and 16 inputs.
- 1.2.4.3. It shall be possible to connect and use both SDLC communications and communication to the wired input/output card simultaneously.

1.2.5. USB Ports

- 1.2.5.1. The communications interface panel shall include two USB 2.0 ports.
 - 1.2.5.1.1. If a communications interface panel fails to start and run due to a software or operating system failure, it shall be possible to reinstall all system and application software from a USB memory stick without necessitating removal of the communications interface panel from the cabinet.
 - 1.2.5.1.2.

1.2.6. Power

- 1.2.6.1. The communications interface panel shall accept input voltage in the range of 89-265 VAC, 50/60 Hz power from the transient-protected side of the cabinet.
- 1.2.6.2. The communications interface panel shall be protected by two slow blow fuses. Spares shall be attached to the panel.

1.3. Wired Input/Output Card

The video detection system shall support an optional wired input/output card that communicates with the communications interface panel for real-time detection states and other I/O to the traffic controller. The card may reside in a standard detector rack or shelf-mount enclosure with power module.

- 1.3.1. The optional wired input/output card shall comply with the form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack or Caltrans TEES Input File.
 - 1.3.1.1. The card shall occupy two slots of the detector rack.
 - 1.3.1.2. The card shall provide four detector outputs on its rear-edge connector.
 - 1.3.1.3. A front connector shall provide communication to the communications interface panel.
 - 1.3.1.4. A front connector shall allow 16 inputs and 24 contact-closure detector outputs for wiring into the cabinet.
 - 1.3.1.4.1. A front panel LED for each of the 16 inputs and 24 outputs shall indicate the state of the input or output.
 - 1.3.1.5. The wired input/output card shall support optional expansion cards in other slots. Each expansion card shall support 4 outputs to the back edge of the card.
 - 1.3.1.6. The wired input/output card shall support optional harnesses for connection to Input Files or C1, C4, C11, and C12 ports to support Type 170 or Type 2070 controllers.

2. System Software

The video detection system shall include management software for configuration, monitoring and data collection purposes.

2.1. Management Software

- 2.1.1. Management software shall be a Windows-based application.
 - 2.1.1.1. The software shall be compatible with Windows 7 and Windows 10 operating systems.
 - 2.1.1.2. The software shall communicate with the video detection system via Ethernet.
- 2.1.2. The management software shall automatically determine all video sensors and communications interface panels available on the local network and populate a list of all devices.
- 2.1.3. The management software shall provide the user a means to name individual video sensors and communications interface panels.
- 2.1.4. The management software shall provide a means for the user to zoom the camera optics while viewing a live video stream.

- 2.1.5. The management software shall provide a means for the user to calibrate distances in the field of view.
- 2.1.6. The management software shall provide the user a means to create 4-sided detection zones in the field of view using either a still snapshot or live video.
 - 2.1.6.1. The management software will overlay an outline of each detection zone over the background image.
 - 2.1.6.2. It shall be possible for the user to place detection zones anywhere in the field of view for stop line detection and/or advance detection.
 - 2.1.6.3. It shall be possible for the user to set the desired color of both the on and off states of the detection zone overlay.
 - 2.1.6.4. It shall be possible for the user to alter the size and shape of any previously created zone.
 - 2.1.6.5. It shall be possible for the user to overlap zones, either partially or fully.
 - 2.1.6.6. It shall be possible for the user to name each zone uniquely.
 - 2.1.6.7. It shall be possible for the user to assign each zone to detect vehicles, to detect bicycles, or to detect both, and to specify different outputs for each type.
 - 2.1.6.8. It shall be possible for the user to assign the same output to multiple zones such that the output will be on if any of the zones are detecting a vehicle or bicycle.
 - 2.1.6.9. It shall be possible for the user to assign a single zone to more than one output such that if a vehicle or bicycle is detected, all the assigned outputs shall be turned on.
 - 2.1.6.10. The management software shall be capable of creating at least 99 detection zones per video sensor.
- 2.1.7. It shall be possible for the management software to retrieve all configuration parameters from video sensors or communications interface panels.
 - 2.1.7.1. It shall be possible for the user to save all the settings for a video sensor or a communications interface panel to a laptop file.
 - 2.1.7.2. The management software shall provide a means to read or import all the settings from a previously saved configuration file for a video sensor or a communications interface panel.
- 2.1.8. The management software shall be able to download a new version of the application software into a communications interface panel and its attached video sensors.
- 2.1.9. The management software shall provide a screen to monitor operation of a video sensor.
 - 2.1.9.1. The monitoring screen shall include a live video stream from the video sensor with at least HD 1280x720 pixel resolution.
 - 2.1.9.2. The monitoring screen shall show indications of detection in real time by changing the color of the detection zone.
 - 2.1.9.3. It shall be possible for the user to configure different indications for vehicle detections vs. bicycle detections when both are configured for the same zone.
 - 2.1.9.4. The monitoring screen shall include the following optional, configurable objects. It shall be possible for the user to size and

position them anywhere on the screen and to change the color and size of text.

- 2.1.9.4.1. An indication of when an output is on or off, along with a user-configurable name for that indicator.
- 2.1.9.4.2. The current time in the video sensor.
- 2.1.9.4.3. A user-configurable title or name.
- 2.1.9.4.4. The version number of the video sensor software.
- 2.1.9.5. It shall be possible for the user to turn the overlay graphics on or off with a single setting.
- 2.1.10. The management software shall provide a screen to monitor operation of the intersection with a quad-view video stream from the communications interface panel.
 - 2.1.10.1. The quad-view video stream shall have a resolution of at least HD 1280x720 pixels, where each of the sensor videos comprising the quad-view shall be at least 640x360 pixels.
 - 2.1.10.2. It shall be possible for the user to configure the order that the sensor videos appear in the quad-view.
 - 2.1.10.3. The real-time quad-view video stream shall be capable of displaying the overlay graphics for all four sensors simultaneously.
- 2.1.11. While monitoring the video of a single video sensor or of the quad-view, it shall be possible for the user to request a "snapshot" or single-frame image to save to a named file on a laptop.
- 2.1.12. While monitoring the video of a single video sensor or of the quad-view, it shall be possible for the user to record a period of the video to save to a named file on a laptop.

3. System Functionality

The video detection system shall provide the following features and functionality.

3.1. Detection Performance

- 3.1.1. The video detection system shall detect the presence of vehicles in defined zones and turn on the assigned output when the vehicle is present in the zone.
 - 3.1.1.1. Stop Line Detection
 - 3.1.1.1.1. For detection zones placed at the stop line, the probability of not detecting the presence of a vehicle shall be 1% or less under all operating conditions when the video sensor is installed and configured properly.
 - 3.1.1.1.2. For detection zones placed at the stop line, the probability of falsely detecting a vehicle that is not present shall be 3% or less under all operating conditions when the video sensor is installed and configured properly.
 - 3.1.1.2. Advance Detection
 - 3.1.1.2.1. It shall be possible to place advance detector zones such that the farthest point of the zone is up to 600 feet from the video sensor. Advance detector zone placement shall include 2-3 car lengths of field-of-view beyond the farthest point of the zone.
- 3.1.2. To ensure statistical significance for the above detection performance specifications, the data shall be collected over 24-hour time intervals (so as

to avoid a single lighting condition) and will contain a minimum of one hundred (100) vehicles per lane. The calculations of detection performance will not include turning movements where vehicles do not pass through the detectors, vehicle lane-change anomalies, or where they stop short or stop beyond the combined detection zones.

3.2. Failsafe Mode

- 3.2.1. The video detection system shall provide three (3) failsafe options during optical contrast loss. The default shall be maximum recall. The end-user may choose to use minimum recall or fixed recall in which a user-defined number of seconds may be implemented to hold call during green.
- 3.2.2. The video sensor shall continuously monitor the overall contrast in the video. If the overall contrast falls below a preset level (such as caused by dirty faceplate, severe glare, extreme fog, or temporary ice/snow on the faceplate), the sensor shall enable the chosen failsafe mode. When sufficient contrast is restored in the video, the sensor will exit the failsafe mode.
- 3.2.3. The communications interface panel shall continuously monitor the connectivity status of the attached video sensors. If any video sensor goes offline due to either electrical failure or internal software failure, the communications interface panel shall enable the failsafe mode for that video sensor. If the video sensor comes back online, failsafe mode shall end.

3.3. Data Collection

- 3.3.1. The video detection system shall automatically collect and store traffic flow data in non-volatile memory for later retrieval and analysis. No additional hardware or software shall be necessary. The data shall include:
 - 3.3.1.1. Vehicle counts.
 - 3.3.1.2. Vehicle average speeds.
- 3.3.2. The management software shall be able to retrieve collected data for a specified period of time or for all currently stored data and save into a standard CSV file.

3.4. Operations Log

- 3.4.1. The communications interface panel and each video sensor shall maintain a time-stamped operations log of routine and special events in non-volatile memory for later retrieval and analysis.

3.5. Time Synchronization

- 3.5.1. The video detection system and management software shall provide three methods to synchronize the time of day clocks in the communication interface panel and the video sensors, as follows:
 - 3.5.1.1. Manual time synchronization operation by the user, which sets the time to the current time on the laptop where the management software is running.
 - 3.5.1.2. A configuration setting to allow the communications interface panel to automatically obtain time from the NEMA TS2 protocol on the SDLC channel and broadcast it to the video sensors.

- 3.5.1.3. A configuration setting to allow the communications interface panel to automatically obtain time from up to five Network Time Protocol (NTP) sources and broadcast it to the video sensors.

3.6. Video Streaming

- 3.6.1. In addition to the ability to view video streams in the management software, it shall be possible to view video from individual sensors or to view the quad-view from the communications interface panel using a third-party video player application on a tablet, smartphone or laptop computer.
- 3.6.2. Video bitrate is user-definable between 100 Kbps-5000 Kbps. The default shall be 2048 Kbps. All bitrates shall provide 30 fps.

4. Installation and Setup

The video detection system hardware shall be designed for flexible, fast and easy installation and setup.

- 4.1. It shall be possible to mount the video sensor on an intersection pole, mast arm, or luminaire arm.
- 4.2. No special tools or extra equipment, other than a laptop for configuration, will be required.
- 4.3. Once all hardware is installed, connected and functional, it shall be possible to configure the video detection system for a typical 4-approach, 8-phase intersection in 15 minutes or less.

5. Warranty, Service and Support

The video detection system shall be provided with the following warranty, service and support options.

5.1. Warranty

- 5.1.1. The manufacturer shall warrant the video detection system for a minimum of three (3) years. An option for up to six (6) years of warranty shall be available.

5.2. Service

- 5.2.1. Ongoing software support by the manufacturer will include software updates of the video sensor, communications interface panel, and management software. These updates will be provided free of charge during the warranty period. The manufacturer will maintain a program for technical support and software updates following expiration of the warranty period. This program will be available to the contracting agency in the form of a separate agreement for continuing support.

5.3. Support

- 5.3.1. A quick-start guide, installation guide, application notes, and other materials shall be available from the manufacturer to assist in product installation and setup for various applications. In addition, training online or in person shall be available.
- 5.3.2. Training shall be available to personnel of the contracting agency in application design, operation, setup, and maintenance of the video detection system.

5.3.3. Manufacturer shall provide a tech support website and an 800 number for technical support.

701-17.8 Measurement and Payment

BID ITEM No. 16: REMOVE AND INSTALL TYPE E TRAFFIC SIGNAL LOOP DETECTOR

Measurement and Payment for “**Remove and Install Type E Traffic Signal Loop Detector**” shall be per the unit price bid per **Each (EA)** inductive loop detector installed, and shall be considered full compensation for providing all labor, materials, sawcut, epoxy and AC fill, new 2” stub outs (curb termination conduit) as required, home-run connections, tools, equipment, other work, testing detection connectivity, and incidentals to accomplish the work for full signal loop operation in accordance with the Plans and these Specifications and no additional compensation shall be allowed.

BID ITEM No. 17: REMOVE AND INSTALL TYPE F OR TYPE D CIRCULAR TRAFFIC SIGNAL LOOP DETECTOR

Measurement and Payment for “**Remove and Install Type F or Type D Circular Traffic Signal Loop Detector**” shall be per the unit price bid per **Each (EA)** inductive loop detector installed, and shall be considered full compensation for providing all labor, materials, sawcut, epoxy and AC fill, new 2” stub outs (curb termination conduit) as required, home-run connections, tools, equipment, other work, testing detection connectivity, and incidentals to accomplish the work for full signal loop operation in accordance with the Plans, Specifications, pursuant to Caltrans Standard Plans and Specifications, and in conformance to the As-built electrical plan within Appendix C and no additional compensation shall be allowed.

BID ADDITIVE ITEM No. A1: FURNISH AND INSTALL AUTOSCOPE VISION VIDEO DETECTION SYSTEM

Measurement and Payment for “**Furnish and Install Autoscope Vision Video Detection System**” shall be at the contract price bid per **Lump Sum (LS)**, and shall be considered full compensation for providing all labor, materials, tools, equipment, and incidentals as required, furnishing and installing the video detection system, connections, traffic control as required for installation, conduit runs and conductors to existing traffic control cabinet, updating sensor controls for video detection system within the cabinet, testing detection connectivity to the City’s TMC, removing existing traffic detector loops and all associated wiring, and other work to install the system at the intersections of Yukon Ave. and Paularino Ave. and Baker St. and Bear St. for full video detection signal loop operation in accordance with the Plans, Specifications, pursuant to Caltrans Standard Plans and Specifications, and in conformance with these Special Provisions, and no additional compensation shall be allowed. If the City elects to award the Contract with the Bid Additive Item No. A1, then the associated number (EA) of loops bid per Bid Items 16 and 17 will be adjusted accordingly prior Contract Award.

SECTION “F”

MISCELLANEOUS

CONTRACT

DOCUMENTS

(SAMPLE)

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. _____**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated _____ ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and _____, a [state] [type of organization] ("CONTRACTOR").

CITY desires to construct the public work and improvements described below under Scope of Work, Paragraph 1 ("Work").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of _____.

The Work is further described in the "Contract Documents" referred to below.

The Project is known as _____, City Project No. ____ ("Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- a. This Agreement;
- b. CONTRACTOR's bid;
- c. Notice inviting bids;
- d. Complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions;
- e. Certificates of Insurance;
- f. Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond;

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Project and Specification No. _____

- g. Supplements, attachments, and exhibits attached to the above items;
- h. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); and
- i. All addenda setting forth any modifications or interpretations of the above documents.

The documents attached hereto are incorporated herein by this reference. The Greenbook is incorporated by reference as if fully set forth herein. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is _____, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Project and Specification No. _____

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 8 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. CONTRACT PRICE.

_____ (\$_____.00).

8. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within _____ [working/calendar] days from the first day of commencement of the Work.

9. TERMINATION.

(a) Termination for Convenience.

CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to _____ as liquidated damages for each day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 9 (Termination), of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 10 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

13. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

14. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

15. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The

risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

16. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY

arising out of CONTRACTOR's or any subcontractor's Work under this Agreement; CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

17. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

18. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Project and Specification No. _____

in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from

the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the Bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

19. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole

active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 20 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is

required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

20. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 19 (Indemnification) of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Project and Specification No. _____

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(b) Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

"The City of Costa Mesa and its elected and appointed

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Project and Specification No. _____

boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement.”

(2) Notice:

“Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY.”

(3) Other Insurance:

“Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

21. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the Risk Management.

22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

23. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with the Davis-Bacon Act (40 U.S.C. section 276a) and with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776.

CONTRACTOR shall furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

24. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto as Attachment 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its

agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

27. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

28. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

29. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Project and Specification No. _____

be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: _____

Notices required to be given to CONTRACTOR shall be addressed as follows:

Attn: _____

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Attn: _____

30. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

31. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

32. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

33. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

34. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR

and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

35. ASSIGNABILITY.

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

36. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

37. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

40. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

[Signatures appear on following page.]

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Project and Specification No. _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Lori Ann Farrell Harrison
City Manager
Date: _____

CONTRACTOR

Signature
Date: _____

Name and Title

Signature
Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
City Clerk
Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney
Date: _____

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Project and Specification No. _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Acting Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

Baltazar Mejia, P.E.
Interim City Engineer

Date: _____

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

COUNCIL POLICY – DRUG FREE WORKPLACE

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	1 OF 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a subgrantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This Policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or subgrantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3
<p>2. Contractor's and/or subgrantee's policy of maintaining a drug-free workplace;</p> <p>3. Any available drug counseling, rehabilitation and employee assistance programs; and</p> <p>4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.</p> <p>C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A.</p> <p>D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will:</p> <p>1. Abide by the terms of the statement; and</p> <p>2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such violation.</p> <p>E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under Subparagraph 1.D.2 from an employee or otherwise receiving the actual notice of such conviction.</p> <p>F. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph 1.D.2 with respect to an employee who is so convicted:</p> <p>1. Taking appropriate personnel action against such an employee, up to and including termination; or</p> <p>2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency.</p> <p>G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraph 1.A through 1.F, inclusive.</p> <p>2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:</p> <p>A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.</p>			

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	3 OF 3
<p>B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.</p> <p>C. Such number of employees of Contractor and/or subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.</p> <p>3. Should any Contractor and/or subgrantee be deemed to be in violation of this Policy pursuant to the provisions of 2.A, B and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon Issuance of any final decision recommending against debarment of the Contractor and/or subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.</p>			

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

CERTIFICATE OF INSURANCE

Page 1 of 2

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Drive P. O. Box 1200 Costa Mesa, CA 92628-1200	INSURANCE COMPANIES AFFORDING COVERAGES	
	Company Letter A	
NAME AND ADDRESS OF INSURED		
	E	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time, including attached endorsement(s).

COMPANY LETTER	TYPE OF INSURANCE	POLICY NO.	POLICY EXP. DATE	LIMITS OF LIABILITY IN THOUSANDS (\$000)		
					Each Occurrence	Aggregate
	GENERAL LIABILITY			Bodily Injury	\$	\$
	Comprehensive Form			Property Damage	\$	\$
	Premises—Operations			Bodily Injury and Property Damage Combined	\$	\$
	Explosion & Collapse Hazard					
	Underground Hazard					
	Products/Completed—Operations Hazard					
	Contractual Insurance			Personal Injury		\$
	Broad Form Property Damage					
	Independent Contractors					
	Personal Injury					
	Marine					
	Aviation					
	AUTOMOBILE LIABILITY			Bodily Injury (Each Person)	\$	
	Comprehensive Form			Bodily Injury (Each Occurrence)	\$	
	Owned			Property Damage	\$	
	Hired			Bodily Injury and Property Damage Combined	\$	
	Non-owned					
	EXCESS LIABILITY			Bodily Injury and Property Damage Combined	\$	\$
	Umbrella Form			Statutory		
	Other than Umbrella Form					
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY					(Each Accident)

NOTE: The Comprehensive General Liability policy and/or Automotive Liability policy is/are endorsed with the City of Costa Mesa Endorsement(s) shown on the reverse side.

CANCELLATION: Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City.

By: _____ Agency: _____ Date Issued: _____
Authorized Representative

Description of operations/locations/vehicles: All operations performed for the City of Costa Mesa by or on behalf of the named insured in connection with the following designated contract:

(Project title and contract number)

NOTICE: This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, including attached endorsements.

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
STATE OR POLITICAL SUBDIVISIONS - PERMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State Or Political Subdivision:

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.

CG 20 12 07 98

Copyright, Insurance Services Office, Inc., 1997

FAITHFUL PERFORMANCE BOND
PUBLIC WORK

(The premium charge on this bond is \$ _____, being at
the rate of \$ _____ per thousand of the contract price)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has entered into a contract dated _____, 20____, which is hereby incorporated by reference herein, with _____ hereinafter designated as the "Principal," for the work described as follows:

_____; and
WHEREAS, said Principal is required by the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, We the Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, or his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____ day of _____, 20____.

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Bond Number _____

**LABOR AND MATERIAL BOND TO ACCOMPANY CONTRACT
PUBLIC WORK**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has awarded to _____ hereinafter designated as the "Contractor," a contract which is hereby incorporated by reference herein, for the work described as follows: _____

_____ ; and
WHEREAS, said Contractor is required by the provisions of Chapter 7, Division 3, Title 15, Sections 3247-3248, Civil Code to furnish a bond in connection with said contract, as hereinafter set forth.

NOW, THEREFORE, We _____

the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of _____ Dollars (\$ _____), said sum being not less than one-half of the estimated amount payable by the said CITY OF COSTA MESA under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the above contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____ day of _____, 20____.

City of Costa Mesa Form - Public Work 2/00

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

City of Costa Mesa, Department of Public Services Application and Permit for Work Described Below

PERMIT NO.

VENDOR NO.

Address or Location of Work _____ Date _____

Type of Work to be Done _____

Start Date _____ Permit Not Valid After _____ (Expiration Date) Plan No. _____

Contractor's Name _____ Address _____

Telephone No. (Day) _____ (Night) _____ City and State _____

State License No./Class _____ City Business License No. _____

Applicant's Name _____ Address _____

Telephone No. _____ Developer's Name _____ Telephone No. _____

Name of Insurance Co. _____ Insurance Cert. No.(s) _____

24-Hour Emergency Contact _____ Telephone No. _____

<p style="text-align: center;">FEES</p> <p>Bond \$ _____</p> <p>Cash Deposit \$ _____</p> <p>Issuance \$ _____</p> <p>Inspection \$ _____</p> <p>TOTAL \$ _____</p>	<p>48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT</p> <p>Account # </p>	<p style="text-align: center;">PERMIT APPROVED FOR CITY ENGINEER</p> <p>By _____</p> <p>Date _____</p> <p>Underground Service Alert ID No. _____</p>
--	--	---

Permittee shall contact the City Inspector's office (754-5025) at least 24 hours prior to commencing any work. Failure to obtain proper inspections prior to commencement of work may be cause for its rejection. **THIS PERMIT WITH APPROVED PLANS MUST BE ON THE JOB AND AVAILABLE TO CITY REPRESENTATIVES AT ALL TIMES.** You are guided by Municipal Code Sections 1-33, 15-25, 15-27, 15-27.1, 15-39 and 15-48.

THE UNDERSIGNED PERMITTEE HEREBY CERTIFIES:

1. That all work shall be performed in accordance with the Standard Specifications for Public Works Construction (latest edition); Standard Drawings of the City of Costa Mesa; special agency provisions; and all applicable laws and ordinances.
2. Control of traffic shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.) (latest edition). The permittee shall furnish and/or install all signs, lights, barricades, traffic control or warning devices, flagmen and flashing arrow board. The permittee shall obtain approval of the Transportation Services Engineer for all street closures, detours, turn restrictions, parking prohibitions and methods of accommodating traffic. The permittee shall notify Emergency, Fire and Police services and residents or businesses twenty-four (24) hours in advance of any access limitation or traffic restrictions.
3. That a maximum of _____ lane(s) may be closed if necessary to perform work within the public right of way during the hours of 8:30 a.m. - 3:30 p.m. Monday through Friday as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer.
4. That throughout all phases of construction the work site shall be kept clean and free of rubbish, debris and dust and drainage shall be maintained.

SUBJECT TO THE NOTES BELOW: (Inspection fees over the basic inspection time will be billed at the approved hourly rate.)

1. City will provide inspection between 7:30 a.m. and 3:00 p.m., Monday through Friday (except on City observed holidays).
2. Prior to placing Portland Cement Concrete or Asphalt Concrete (A.C.), the following will have been inspected and approved; native ☐ and imported ☐.
3. Curb and gutter shall not be removed on the day prior to a weekend or a City observed holiday.
4. Fill in areas left by curb and gutter removal flush with the adjacent pavement on the same day that removal occurs.
5. Bore under all streets, curbs and gutters, sidewalks, cross-gutters and driveway approaches. Tunneling is not allowed.
6. Open excavations must be backfilled or plated with spikes and A.C. tacked around edges during non-working hours.
7. Sidewalk shall be constructed per City of Costa Mesa Standard Drawing No. _____.
8. Driveway approach shall be constructed per City of Costa Mesa Standard Drawing No. _____.
9. No traffic allowed on concrete for minimum of seven days for curing. See traffic control above.
10. Trench compaction and resurfacing shall conform to City of Costa Mesa Standard Drawing No. 813.
11. Trenches exceeding five (5) feet in depth require a permit from the Division of Industrial Safety, State of California.
12. Permittee shall pay for all S.E., compaction and materials tests deemed necessary by the City.
13. All trenches shall be permanently patched within ten (10) days of completion of work below subgrade.
14. Permittee shall provide the City with record drawings of permitted work before final inspection by the City.
15. Permittee understands and agrees to the hold-harmless agreement required by CMMC Section 15-27 and printed on the reverse of this application.
16. Other: _____

NOTICE: Contractor must notify the following Utility Companies two working days before starting work:

Costa Mesa Sanitary District
(714) 631-1731

Mesa Consolidated Water District
(714) 631-1200

UNDERGROUND SERVICE ALERT
Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 739-3031; (219) 621-311

INSPECTION RECORD		Inspector of Records:	<p>CERTIFICATE OF INSPECTION I hereby certify that the street work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner.</p> <p>By: _____ Inspector</p> <p>_____ Date</p>
Date	Remarks		

0183 62 ww, rev. 5/08
White - Inspectors;
Canary - Engineering;
Pink - Finance
Goldenrod - Applicant

I certify I have read and understand all of the above and that all statements made are correct and complete.

Applicant's Signature _____ Date _____

**3 COPIES OF SKETCHES OR PLANS ARE REQUIRED PRIOR TO PERMIT ISSUANCE
THIS APPLICATION BECOMES A PERMIT WHEN APPROVED AND VALIDATED**

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1



APPLICATION FOR BUSINESS LICENSE

SEND YOUR CHECK MADE PAYABLE TO THE CITY OF COSTA MESA
TREASURY MANAGEMENT DIVISION, PO BOX 1200, COSTA MESA, CA 92620-1200
(714) 754-5244 TDD: (714) 754-5244

Business Name _____
Parent Company Name _____
(If Company Owned)
Note: Business address will be compared to zoning requirements before approval. Check with the Planning Division regarding the use of the location at (714) 754-5245.

Business Address _____
(Circle one: a P.O. Box) Street # _____ Street name _____ Unit # _____ City _____ State _____ Zip _____

Mailing Address _____
(Circle one: a P.O. Box) Street # _____ Street name _____ Unit # _____ City _____ State _____ Zip _____

Business Telephone # () _____ Business Start Date _____ No. of Employees (an average) _____

Ownership (Check One only)
☐ Sole Owner ☐ Corporation ☐ Partnership ☐ Husband & Wife Co-ownership ☐ Limited Liability Company
☐ Limited Liability Partnership

Seller's Permit No. _____ Contractors State No. & Class _____
(If Applicable) (If Applicable)

Federal Employer ID # or, Owner's Social Security # _____ Federal Firearms License # (if applicable) _____

OWNER'S OR PRINCIPAL'S NAME(S)

Name _____	Name _____
Home Address _____	Home Address _____
City _____ Zip _____	City _____ Zip _____
Telephone # () _____ Title _____	Telephone # () _____ Title _____
Drivers License No. _____ Date of Birth _____	Drivers License No. _____ Date of Birth _____

TYPE OF BUSINESS

PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other

Fully Describe Business Operation: _____

Standard Industrial Class Code (SIC) _____

Alcohol Beverage Control Permit No. _____ Department of Motor Vehicles Permit # _____
(If Applicable) (Required for automobile/motorcycle sales businesses)

Hours of Operation (M-F) _____ (S-SU) _____ Number of Rental Units/Rooms/Spaces _____
(Commercial/Industrial only) (If Applicable)

CHOOSE ONE OF THE APPROPRIATE FEES BELOW

GENERAL BUSINESS
(Wholesale, retail, professional, Etc.)

Enter Annual Gross Receipts Amount \$ _____

And Circle the corresponding category below

Annual Gross Receipts	Tax
\$0.00 to 1,000.00	\$0.00
\$1,000.01 to 25,000.00	\$25.00
\$25,000.01 to 40,000.00	\$35.00
\$40,000.01 to 75,000.00	\$45.00
\$75,000.01 to 200,000.00	\$60.00
\$200,000.01 to 500,000.00	\$100.00
Over 500,000.00	\$200.00

TAX EXEMPT ORGANIZATIONS
Attach proof of Tax Exempt Status (required for waiver of tax due)

SHOW, EXHIBITION, SWAP MEET Tax on the Promoter's Gross Receipts from the Gross Receipts schedule to the left _____
Enter the tax due amount here \$ _____
PLUS _____ (# of sellers _____ x \$5 = \$ _____)
EQUALS _____ Total tax due \$ _____

ADMINISTRATIVE OFFICES/WAREHOUSES
(Fees based on annual operating expenses when no receipts generated)
Enter annual operating expenses amount \$ _____
Use Gross Receipts schedule to the left to determine business license tax.

CONTRACTOR
(California Licensed) Total Inc due \$50.00

VEHICLE WHEEL, TAXI, TOW TRUCK, BUS
Number of Vehicles: _____ x \$25.00 = Total Tax Due \$ _____

Will you store, handle or use 55 gallons, 500 pounds or 200 cubic feet of hazardous materials per year? Yes ☐ No ☐
Will you have an assembly room with an occupant load of 50 or more persons? Yes ☐ No ☐
Will you be installing a spray booth? Yes ☐ No ☐
Will your business produce dust/wood shavings or other material? Yes ☐ No ☐
Will you be storing or using flammable or combustible liquids or compressed gases? Yes ☐ No ☐
Will you be warehousing materials higher than 12 feet? Yes ☐ No ☐
Fire Department approval required for any "Yes" answer. Please make an appointment by calling (714) 754-5128.

Your Business License will be issued under the provisions of Municipal Code Section 9-1. You are cautioned that this License does not permit operation of a business in violation of other Municipal Code Sections. There will be no tax refund if you are found operating illegally after the Certificate has been issued. Your business location will be checked by Planning, Building, and, if necessary, Fire Department officials. If you have any doubt whether your business location and/or building may conform with the requirements of the Municipal Code administered by these departments, you are urged to contact these departments for further information before filing your application. ** Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing or visiting the nearest State Board of Equalization. ** I declare under penalty of perjury that, to the best of my knowledge and belief, the statements made herein are correct and true and that acceptance of payment does not constitute approval of the Business License. Authorization to conduct business is not granted until issuance of the license.

Authorized Signature _____ Title _____ Date _____

FOR CITY OFFICE USE ONLY

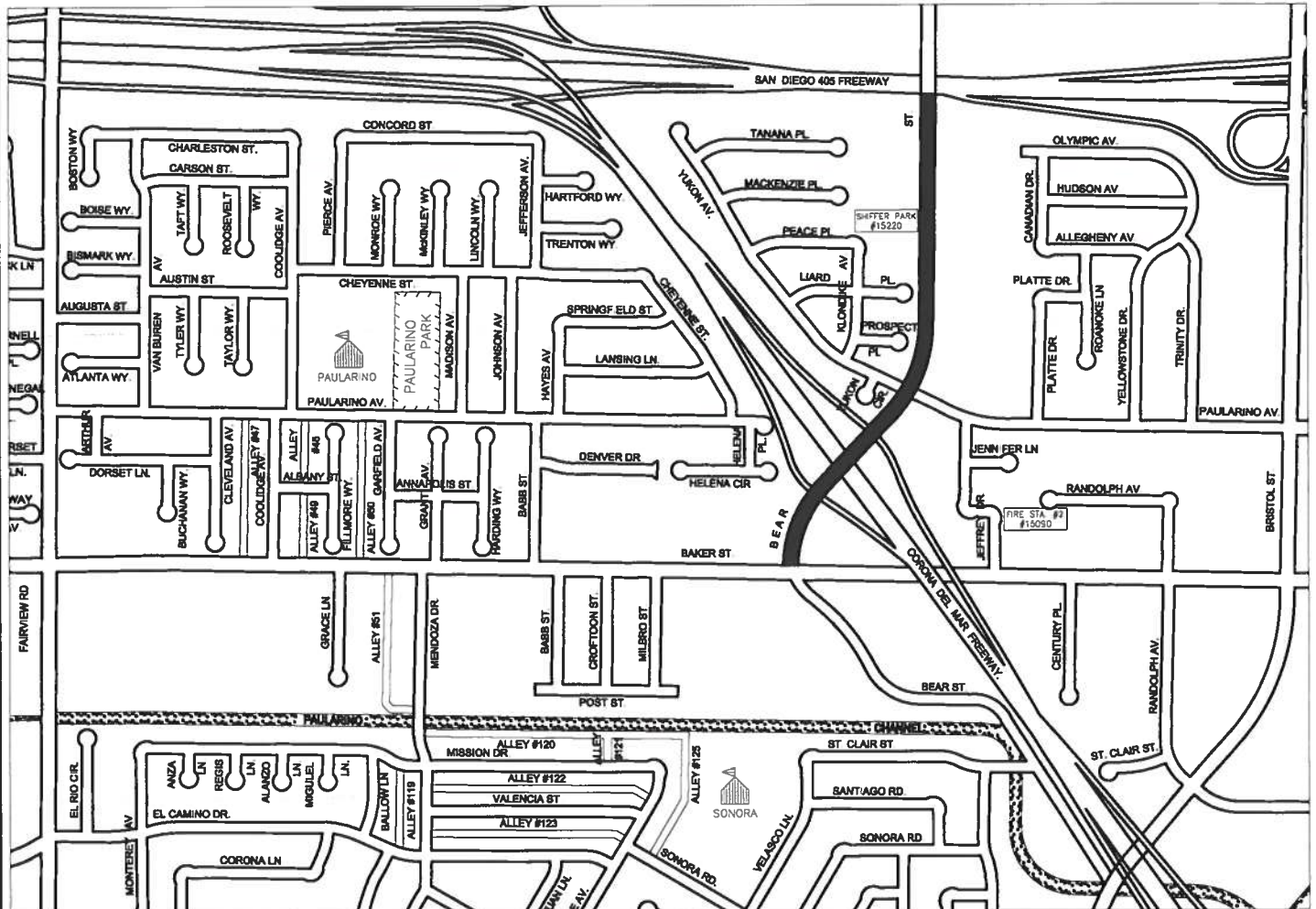
Planning Approval _____ Date Approved _____ CUP Required? _____ CUP # _____
Building Approval _____ Date Approved _____ Comments _____
Fire Department Approval _____ Date Approved _____

SECTION “G”

APPENDIX “A”

BEAR STREET PROJECT LOCATIONS AND MAP

CITY OF COSTA MESA
Public Services/Engineering



**BEAR ST (BAKER ST TO 405 FWY)
CITY PROJECT #20-14**

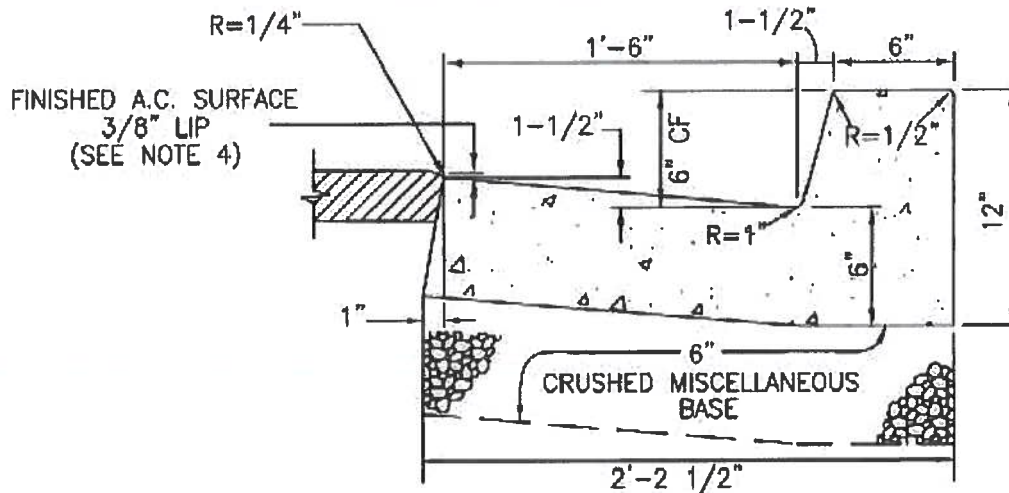
STREET REHABILITATION LOCATION

SECTION “G”

APPENDIX “B”

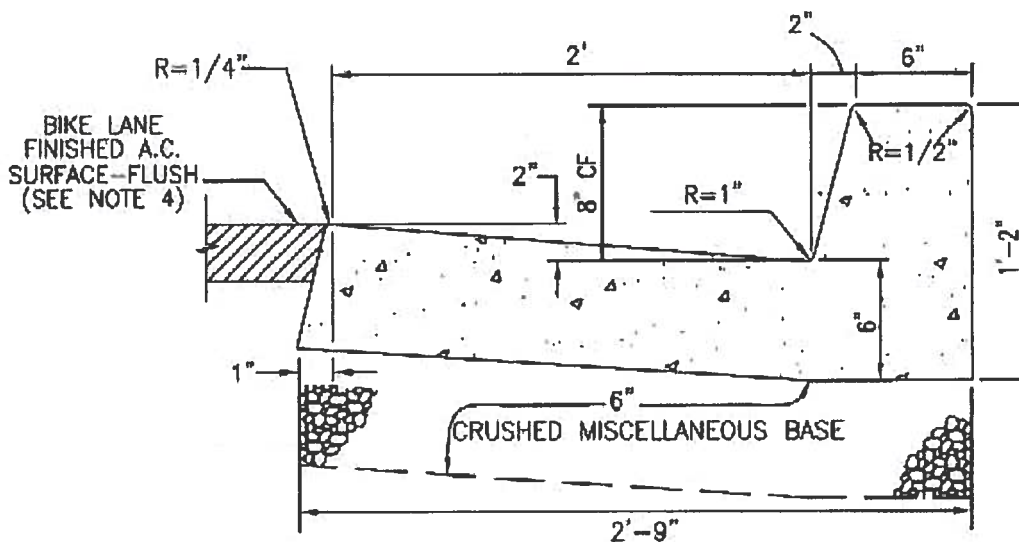
CITY AND CALTRANS STANDARD DRAWINGS

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1



CONCRETE=0.05054 CUBIC
YARDS PER
LINEAR FT
1 CY=19.7863 LINEAR FT.

TYPE "C-6" CURB & GUTTER
N.T.S.



CONCRETE=0.0645 CUBIC
YARDS PER
LINEAR FT
1 CY=15.50 LINEAR FT.

TYPE "C-8" CURB & GUTTER
N.T.S.

NOTES:

- 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL BCR'S AND ECR'S. 1/8" x 2" WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR JOINT DETAILS, SEE STD DWG NO 314.
- CONCRETE SHALL BE CLASS 560-C-3250 (330-C-23) PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.
- SUBGRADE RELATIVE COMPACTION SHALL NOT BE LESS THAN 90%.
- ALL AC FINISHED SURFACES SHALL HAVE A 3/8" LIP, EXCEPT AREAS WITH BIKE LANES AND MAJOR ARTERIALS, WHERE FINISHED AC SURFACE SHALL BE FLUSH WITH EDGE OF GUTTER.

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

TYPE "C"
CURB & GUTTER

Costa Mesa

RECOMMENDED

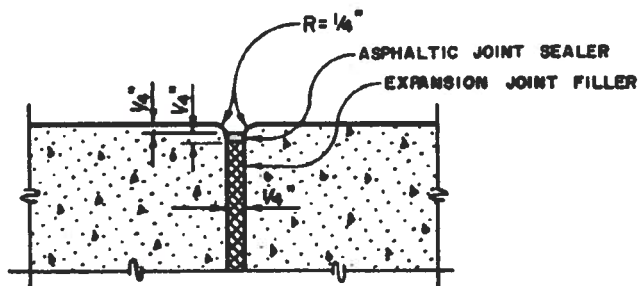
ERNESTO MUNOZ

CITY ENGINEER

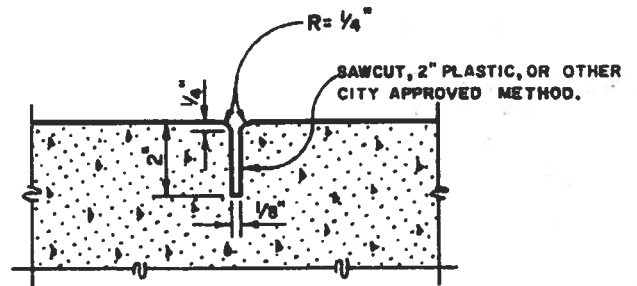
STD. DWG. NO.

312

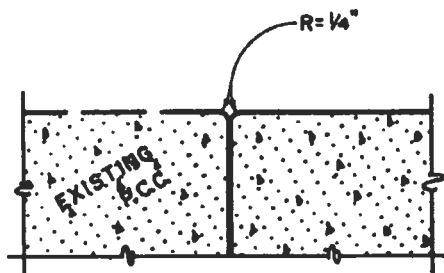
EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1



1/4" EXPANSION JOINT
40' INTERVALS



1/8" x 2" WEAKENED PLANE JOINT
10' INTERVALS



CONSTRUCTION JOINT

CITY OF COSTA MESA
CALIFORNIA
PUBLIC SERVICES DEPARTMENT

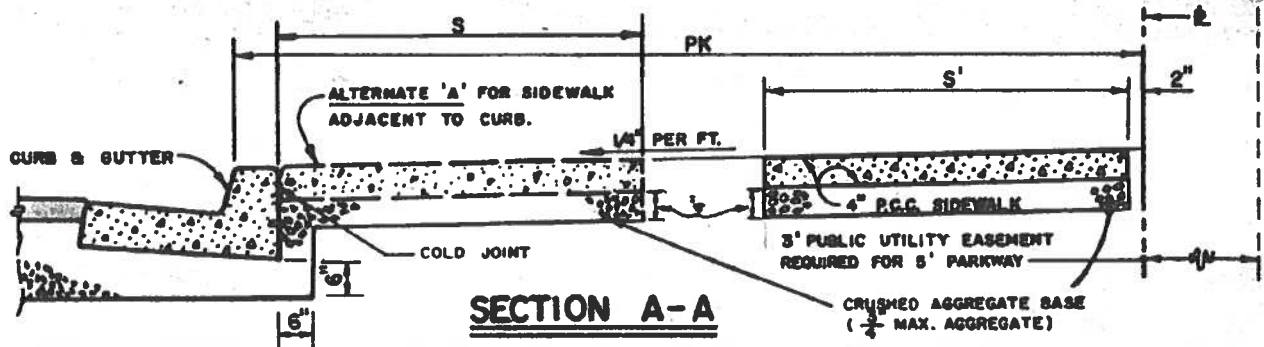
JOINT DETAILS

APPROVED *BDMattern* DATE *12/13/95*
BRUCE D. MATTERN R.C.E. 19386

DRAWN *MKS.*
SCALE *NONE*
STD. DWG. NO.
314

REV.

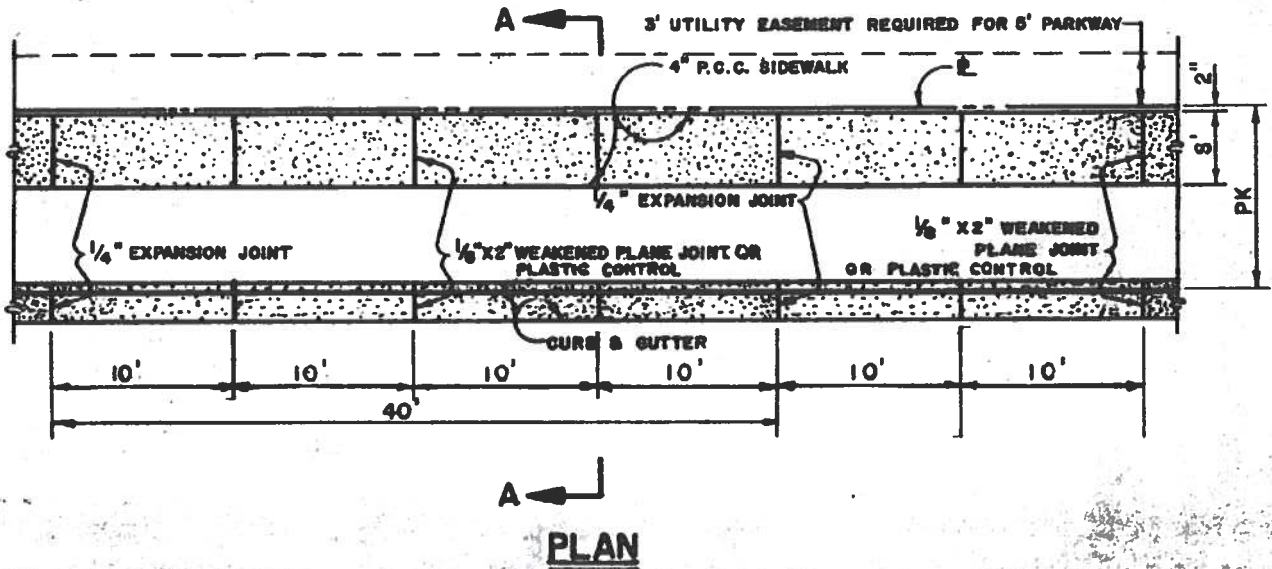
EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1



DIMENSIONS:

PK = PARKWAY WIDTH
S = SIDEWALK WIDTH

50' R/W--PK=6'	S=4'-4"	
60' R/W--PK=10'	S=4'-4"	
84' R/W--PK=7'	S=4'-4"	RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL
106' R/W--PK=7'	S=4'-4"	RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL
120' R/W--PK=8'	S=4'-4"	RESIDENTIAL, 7'-4" COMMERCIAL & INDUSTRIAL
S=4'-0"		



NOTES:

1. $\frac{1}{4}$ " EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. $\frac{1}{8}$ " X 2" PLASTIC CONTROL OR WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS.
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 520-C-2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS SEC. 201-1.1.2.
7. 10' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED, IF JOINING EXISTING IMPROVEMENTS AND APPROVED BY CITY ENGINEER.
8. WIDEN SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 413.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED OFF WITH $\frac{1}{2}$ " RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

STANDARD SIDEWALK DETAILS

APPROVED

Bruce D. Mattern
BRUCE D. MATTERN R.C.E. 19348

DATE

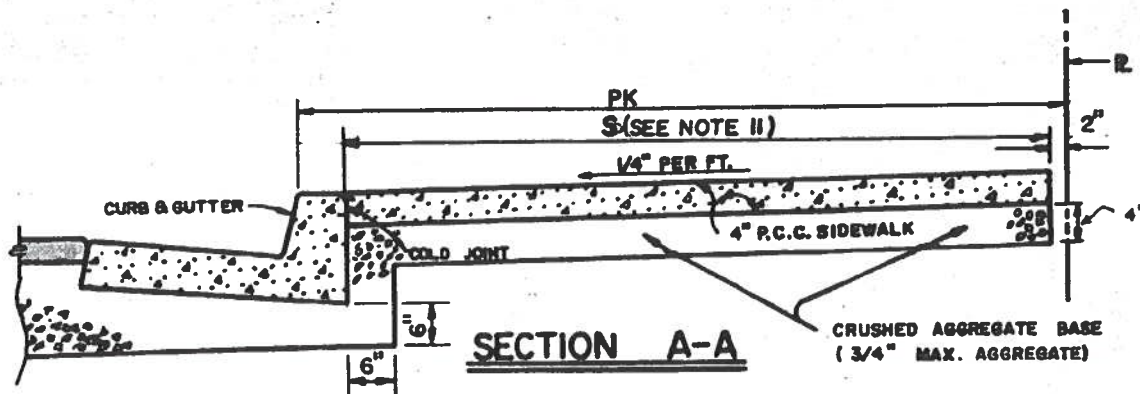
12/2/05

DRAWN W.A.B.

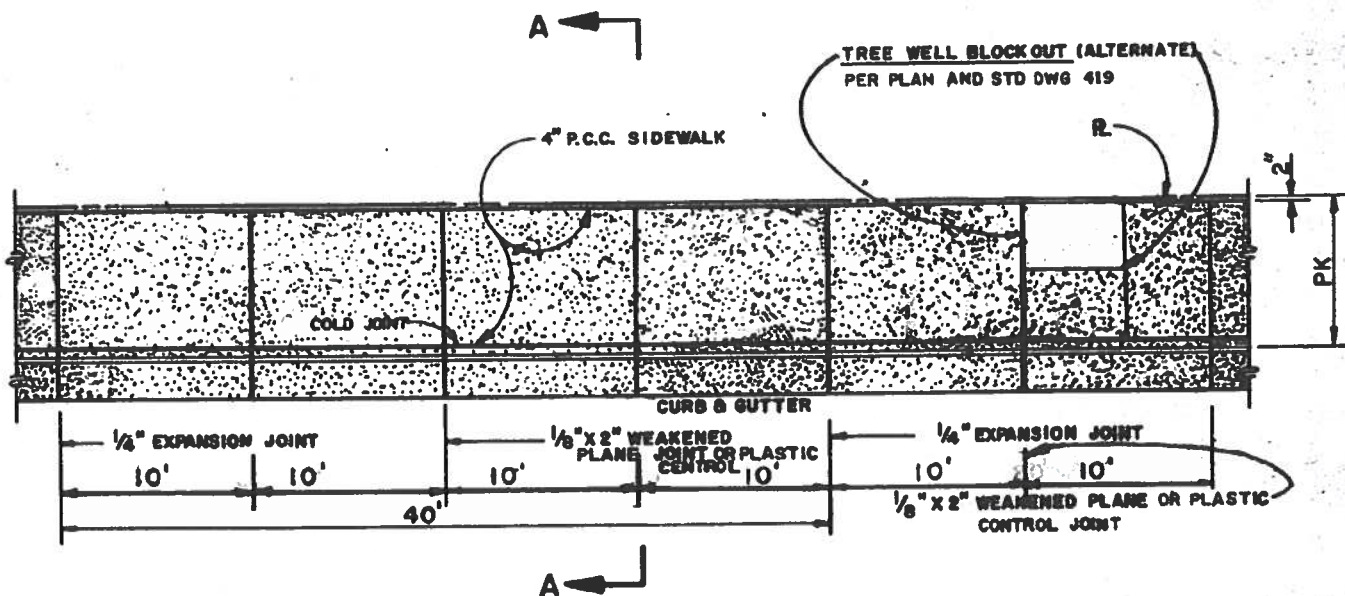
SCALE NONE

STD. DWG. NO.

411

**DIMENSIONS:**

PK = PARKWAY WIDTH
 60' R/W -- PK = 10'
 84' R/W -- PK = 7'
 106' R/W -- PK = 7'
 120' R/W -- PK = 8'

**PLAN****NOTES:**

1. $\frac{1}{4}$ " EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. $\frac{1}{8}$ " X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS.
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 520 C2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
7. TREE WELL BLOCKOUTS TO BE CONSTRUCTED W/ LOCATION & SPACING PER PLAN.
8. 10' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED IF JOINING EXISTING IMPROVEMENTS.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED WITH $\frac{1}{2}$ " RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.
10. WIDEN SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 412.
11. SIDEWALK WIDTH SHALL BE PER STD. DWG. NO. 411.

REV. 6-25-66 H
 REV. 2-2-79 C
 REV. 3-13-77
 REV. 12-23-75

CITY OF COSTA MESA
 CALIFORNIA

PUBLIC SERVICE DEPARTMENT

COMMERCIAL SIDEWALK DETAILS

APPROVED

B. D. HAYTER
 BRUCE A. HAYTER R.C.E. 19369

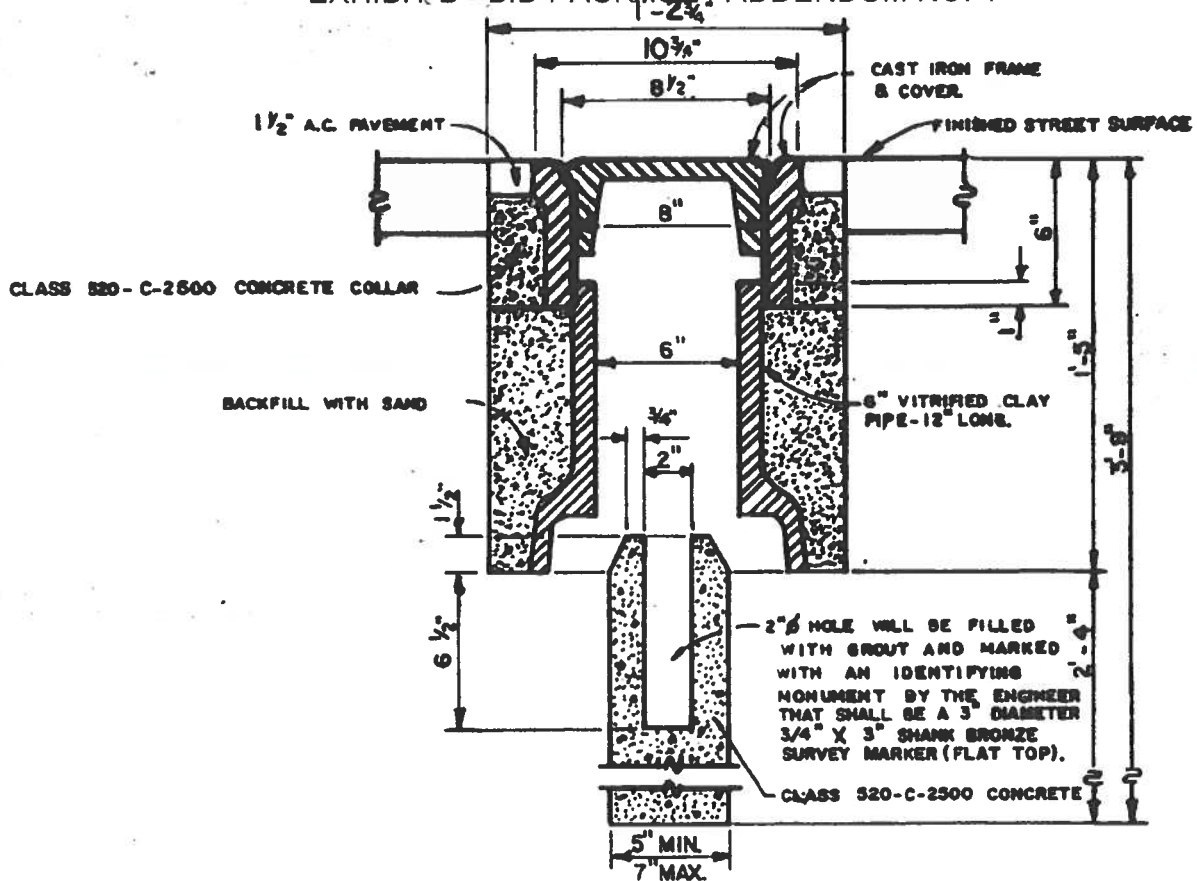
DATE

10/1/78

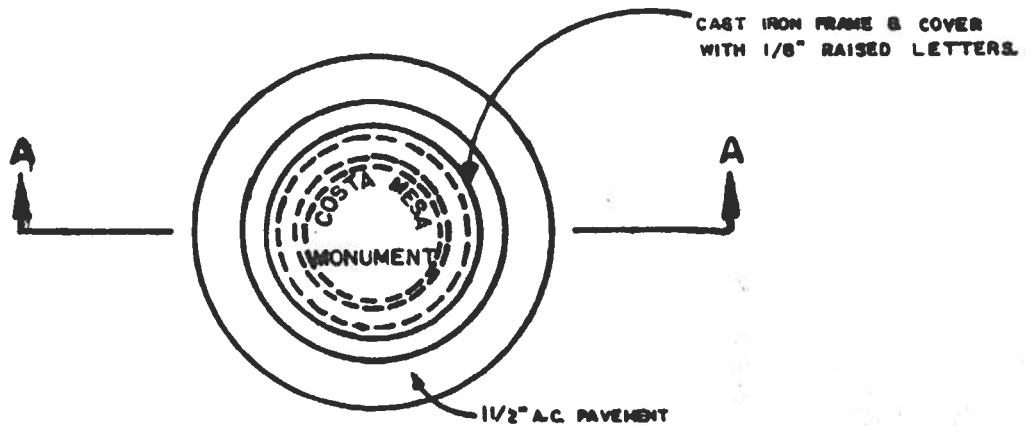
DRAWN W.A.B.
 SCALE NONE

STD. DWG. NO.
412

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1



SECTION A-A



PLAN

CITY OF COSTA MESA
CALIFORNIA
PUBLIC SERVICES DEPARTMENT

SURVEY MONUMENT
TYPE "A"

APPROVED

B. D. Mattern
BRUCE D. MATTERN R.C.E. 19388

DATE

12/13/05

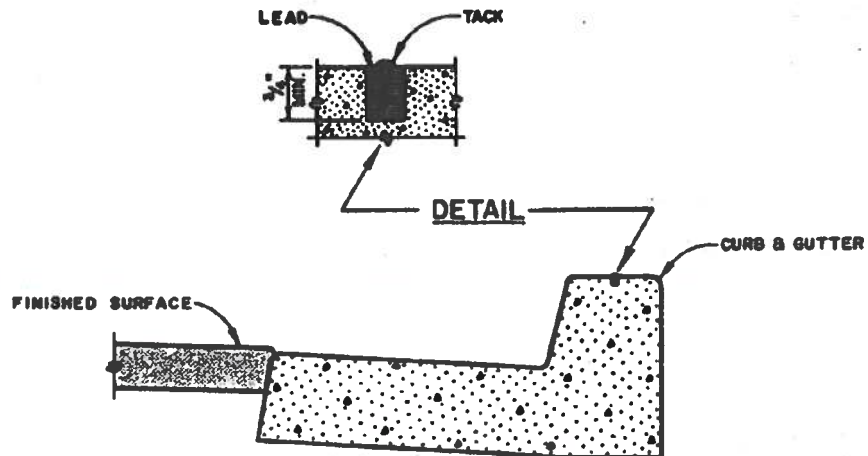
DRAWN C.P.R.

SCALE NONE

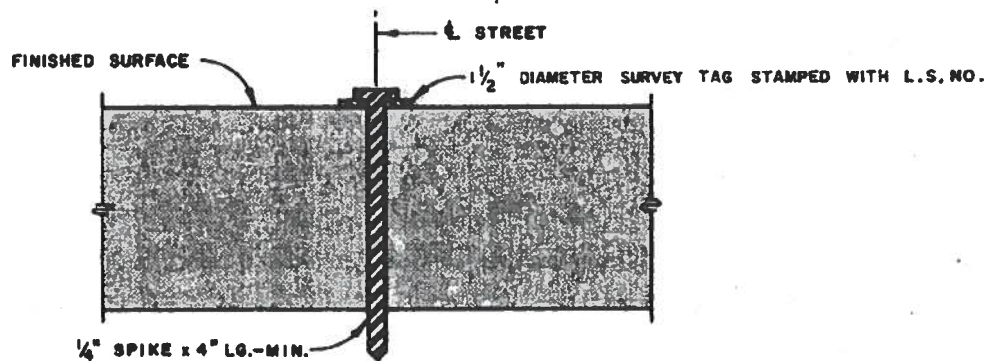
STD. DWG. NO.

613

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1



SECTION



SECTION

NOTES:

1. ALL TIE POINTS SHALL BE LEAD & TACK. LEAD SHALL BE A MIN. OF $\frac{3}{4}$ " DEEP AND TACKS SHALL BE MADE OF BRASS.
2. ALL INTERSECTION & CENTER LINE CONTROL POINTS SHALL BE SPIKE & WASHER.
3. ALL CONTROL POINTS SHALL HAVE A MIN. OF 4 TIES, WITH TIES PLACED SUCH THAT A PROPER ANGLE IS OBTAINED FROM THE TIE TO THE CONTROL POINT AS DETERMINED BY THE CITY ENGINEER.
4. RECORD CENTER LINE TIE DATA ON TIE SHEET AVAILABLE AT THE CITY OF COSTA MESA, ENGINEERING DIVISION.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

SURVEY CENTER LINE TIES

APPROVED

BRUCE D. HAYTER R.C.E. 1989

DATE

10/10/89

DRAWN W.A.B.

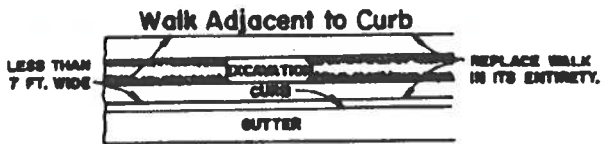
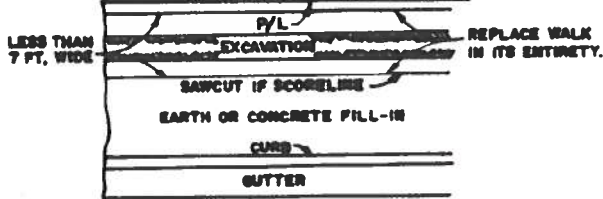
SCALE NONE

STD. DWS. NO.

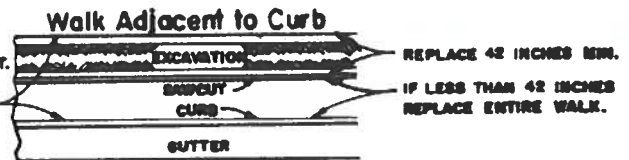
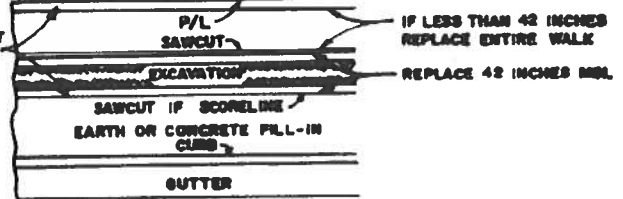
615

WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE.

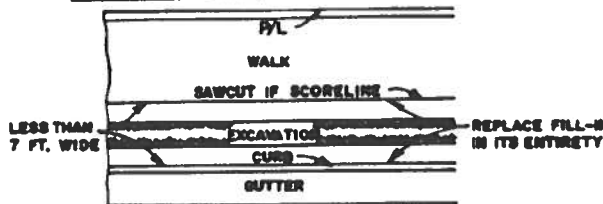
A. WALK LESS THAN 7 FT. WIDE Walk Adjacent to Property Line



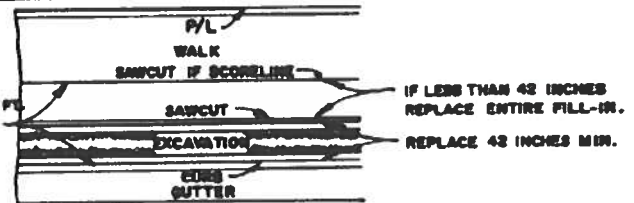
C. WALK 7 FT. WIDE OR WIDER Walk Adjacent to Property Line



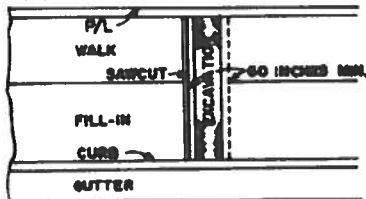
B. FILL IN LESS THAN 7 FT. WIDE



D. FILL IN 7 FT. WIDE OR WIDER



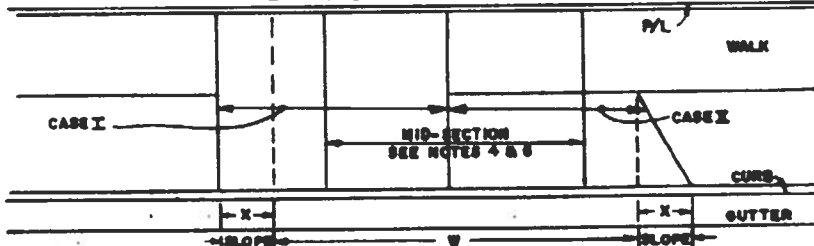
WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE. (THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS)



IF AN EXCAVATION FALLS WITHIN 60 INCHES OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, CRACK OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT, CRACK OR EDGE.

IF AN EXCAVATION FALLS WITHIN 30 INCHES OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT PRIOR TO REMOVAL. THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 60 INCHES.

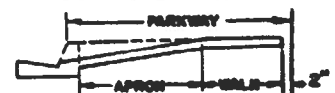
DRIVEWAY REPLACEMENT



CASE I DRIVEWAY



CASE II DRIVEWAY



NOTES:

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO "NEATLY SAWED EDGES." SAWCUTS SHALL BE A MINIMUM OF ONE HALF THE THICKNESS IN CONCRETE OVER 4" THICK AND 2" DEEP IN CONCRETE 4" OR LESS IN THICKNESS. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. A SCORELINE OR MARK IS DEFINED AS A LINE MADE WITH A JOINTER TOOL 1/2" DEEP OR LESS AND NO MORE THAN 1/8" WIDE.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' OR MORE MAY BE CUT IN THE MID-SECTION AREA. THE MINIMUM REPLACEMENT SHALL BE 66" IN LENGTH, IF APPROVED BY CITY ENGINEER.
5. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 20' OR MORE MAY BE CUT IN THIRDS IF APPROVED BY THE CITY ENGINEER.
6. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE BACK EDGE OF THE APRON.
7. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
8. ALL CONCRETE WORK SHALL CONFORM TO THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND CITY OF COSTA MESA STANDARD DRAWINGS.
9. CONCRETE SHALL BE SPEC 2300 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SECTION 201-1.1.2

CITY OF COSTA MESA
CALIFORNIA
PUBLIC SERVICES DEPARTMENT

SIDEWALK & DRIVEWAY REPLACEMENT

APPROVED:

BDM
BRUCE D. MATTHEW R.C.T. 1188

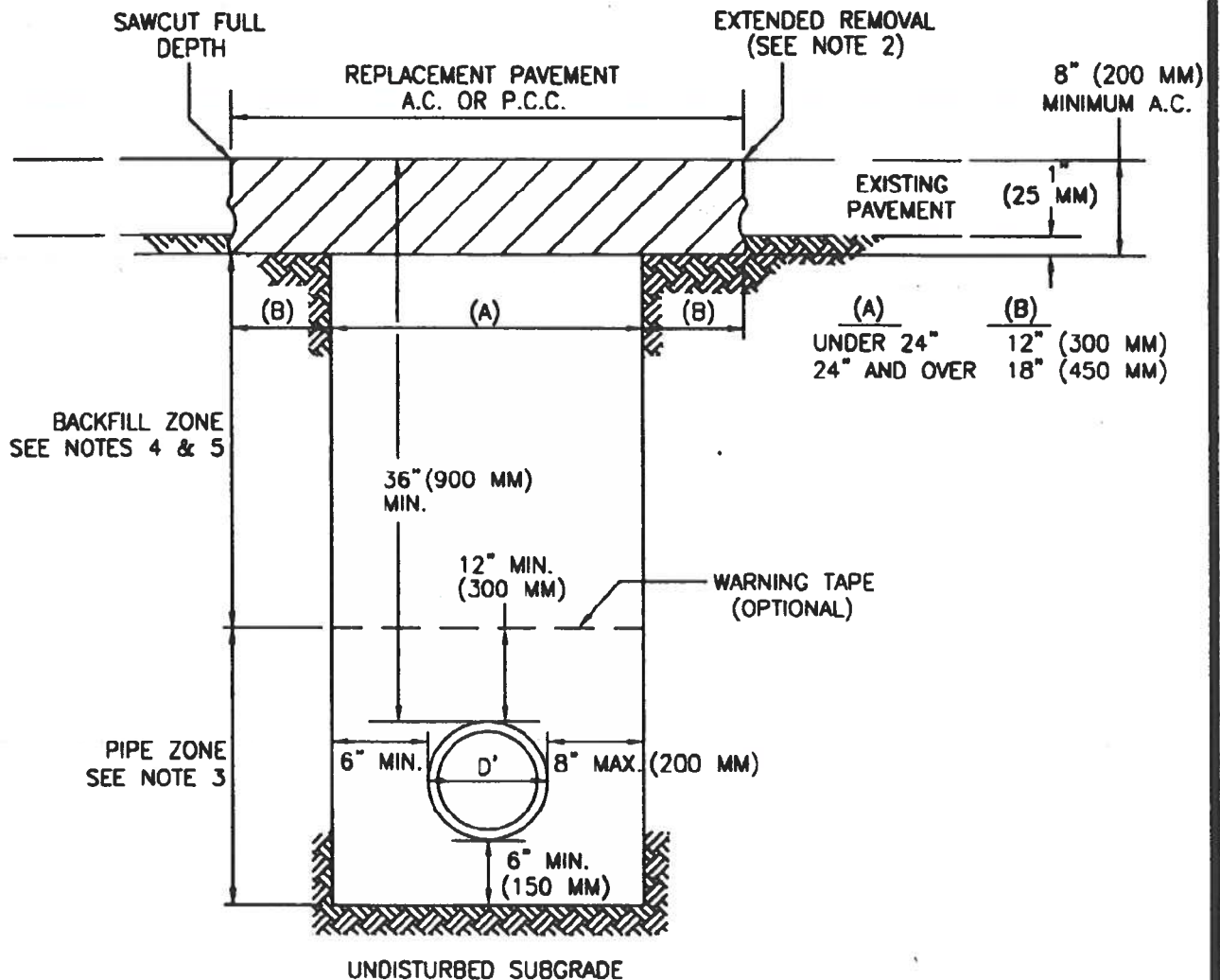
DATE 12/13/85

DRAWN E.K.S.

SCALE NONE

STD. DWG. NO.

811



N.T.S.

NOTES:

- SEE SHEET 2 OF 2

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

TRENCH DETAIL



APPROVED BY:

[Signature]
ERNESTO MUNOZ CITY ENGINEER

[Signature] 11/15/02
WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.

813

FILE NAME: STD-813.DWG

REVISED:

SHT. 1 OF 2

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

NOTES:

1. ALL OPEN TRENCH AND EXCAVATION OPERATIONS SHALL CONFORM TO SECTION 306 OF THE CURRENT EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (GREENBOOK).
2. ALL SAWCUTS SHALL BE A STRAIGHT, CLEAN LINE. IF THE TRENCH SAWCUT LINE FALLS WITHIN 36 INCHES OF AN EDGE OF CONCRETE, CURB FACE, JOINT, LANE LINE, OR ANOTHER SAW CUT LINE, THE EXISTING ASPHALT CONCRETE PAVEMENT BETWEEN THE TRENCH TO THE EDGE OF CONCRETE, CURB FACE, JOINT, LANE LINE, OR OTHER SAWCUT LINE SHALL BE REMOVED AND REPLACED.
3. BACKFILL OF THE "PIPE ZONE" SHALL BE IN ACCORDANCE WITH THE GUIDELINES OF THE UTILITY. C.M.B. SHALL BE REQUIRED IF NO OTHER MATERIAL IS SPECIFIED BY THE UTILITY. NO NATIVE MATERIAL SHALL BE ALLOWED.
4. C.M.B. SHALL BE UTILIZED FOR MATERIAL IN THE "BACKFILL ZONE" FOR ALL TRENCHES GREATER THAN 12 INCHES IN WIDTH. NO NATIVE MATERIAL SHALL BE ALLOWED. THE C.M.B. IS TO BE COMPACTED TO 90% MAXIMUM DENSITY TO A POINT 24 INCHES BELOW THE ROADWAY SURFACE. WITHIN THE REMAINING 24 INCHES OF THE ROADWAY SURFACE, THE C.M.B. SHALL BE COMPACTED 95% MAXIMUM DENSITY.
5. SLURRY (CLASS 100-E-100) WILL BE ALLOWED IN THE "BACKFILL ZONE", ONLY IF THE TRENCH IS EQUAL TO OR LESS THAN 12 INCHES IN WIDTH. A 6 INCH THICK LAYER OF C.M.B., COMPACTED TO 95% MAXIMUM DENSITY, SHALL BE REQUIRED ABOVE THE SLURRY AND BELOW THE ASPHALT CONCRETE PAVEMENT SECTION.
6. THE SURFACE COURSE OF THE ASPHALT CONCRETE PAVEMENT (A MINIMUM OF 2 INCHES) SHALL BE 1/2 INCH MATERIAL, AND THE BASE COURSE OF THE ASPHALT CONCRETE PAVEMENT SHALL BE 3/4 INCH MATERIAL. IF THE EXISTING PAVEMENT SECTION CONTAINS A.R.H.M., THE REPLACEMENT SECTION SHALL INCLUDE A.R.H.M. THE MINIMUM THICKNESS OF THE ASPHALT CONCRETE REPLACEMENT SECTION SHALL BE 8 INCHES.
7. IF CEMENT TREATED MATERIAL IS ENCOUNTERED, THE PROPOSED ROADWAY STRUCTURAL SECTION IS TO BE APPROVED BY THE CITY ENGINEER.
8. WORK ON STREETS DESIGNATED ON THE CITY'S MORATORIUM LIST SHALL REQUIRE ADDITIONAL PAVEMENT RESURFACING AS OUTLINED IN THE MORATORIUM REQUIREMENTS, WHICH MAY CONSIST OF SLURRY SEAL, MILL AND OVERLAY, OR RECONSTRUCTION.
9. MATERIALS TESTING PER GREENBOOK SUBSECTION 306-1.3 AND 306-1.5.
10. NO TUNNELING UNDER CURBS AND GUTTERS, SPANDRELS, CROSS-GUTTERS, OR SIDEWALKS WILL BE ALLOWED.
11. CONTACT SURFACES OF EXISTING PAVEMENT AND CONCRETE SURFACES SHALL BE GIVEN A TACK COAT BEFORE PLACING PERMANENT ASPHALT CONCRETE PAVEMENT. ALL JOIN LIMITS BETWEEN THE NEW PAVEMENT AND THE EXISTING PAVEMENT SHALL BE SEALED WITH TACK COAT.
12. ALL TRAFFIC CONTROL AND LANE CLOSURES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (W.A.T.C.H.).
13. ALL TRAFFIC STRIPING, LOOPS, MARKINGS, AND PAVEMENT MARKERS DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED TO THE SATISFACTION OF THE CITY AND CONFORM TO CITY STANDARDS WITHIN 48 HOURS OF RESURFACING.

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

TRENCH DETAIL



APPROVED BY:

ERNESTO MUNOZ CITY ENGINEER

WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.

813

FILE NAME: STD-813.DWG

REVISED:

SHT. 2 OF 2

$\Delta/2$

10'

8'

- Note 2

6. ☐ ☐ ☐ ☐ ☐ ☐

YIELD

Note 1

MINOR
STREET
(RESIDENTIAL,
COMMERCIAL,
ETC.)

 $-\Delta/2$

- R1-2

① WHITE THERMOPLASTIC 'YIELD' LEGEND PER CALTRANS STD. PLAN A24D.

- ② WHITE THERMOPLASTIC 'YIELD' PAVEMENT MARKINGS PER CALTRANS STD. PLAN A24E.

LIMIT LINE & LEGEND - CASE A

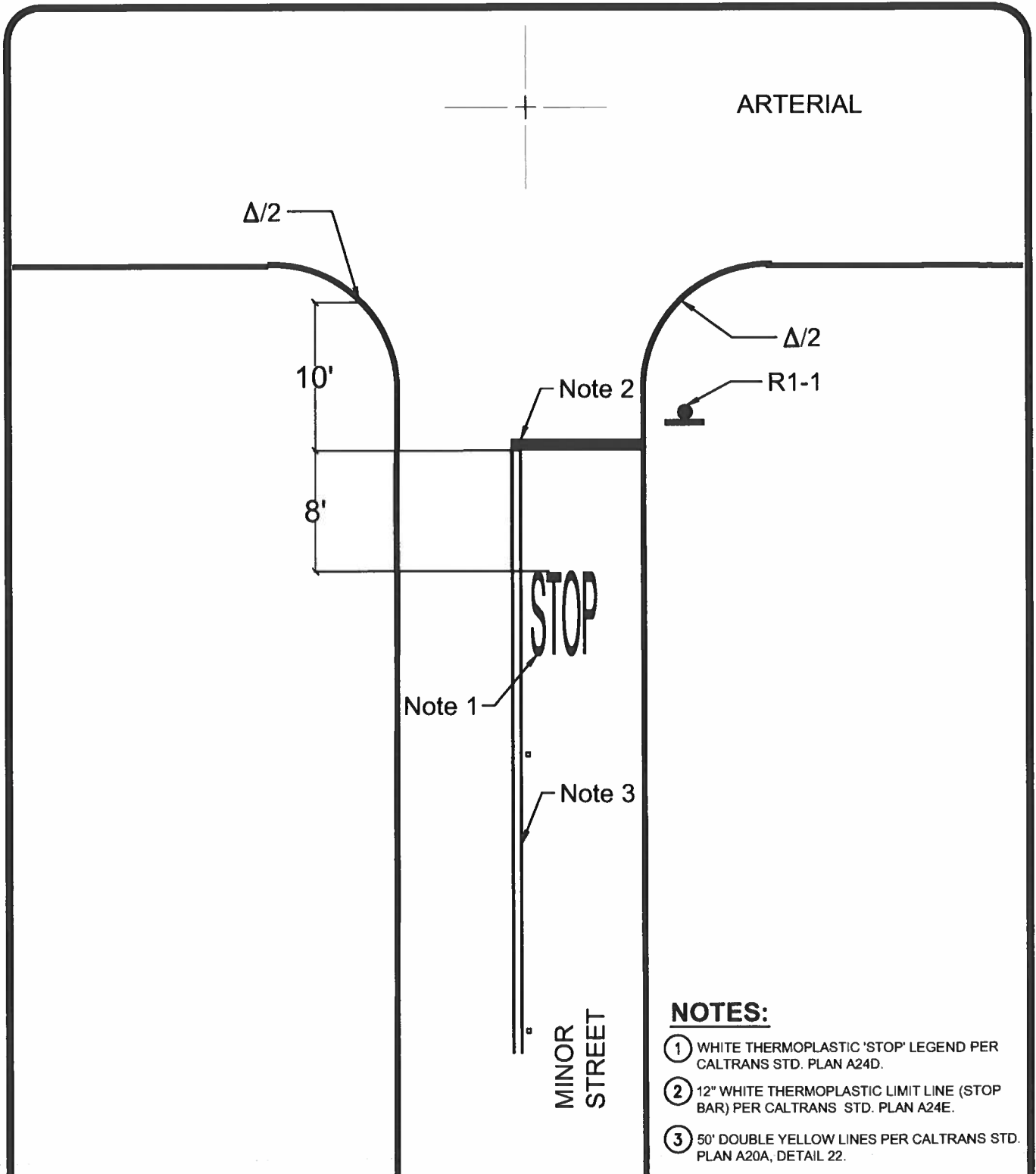
TYPICAL INSTALLATION AT MINOR ST. TO MINOR ST.



RAJA SETHURAMAN

DATE _____

STD. DWG. NO.
901A



CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

LIMIT LINE & LEGEND - CASE B
TYPICAL INSTALLATION AT MINOR ST. TO ARTERIAL


Costa Mesa

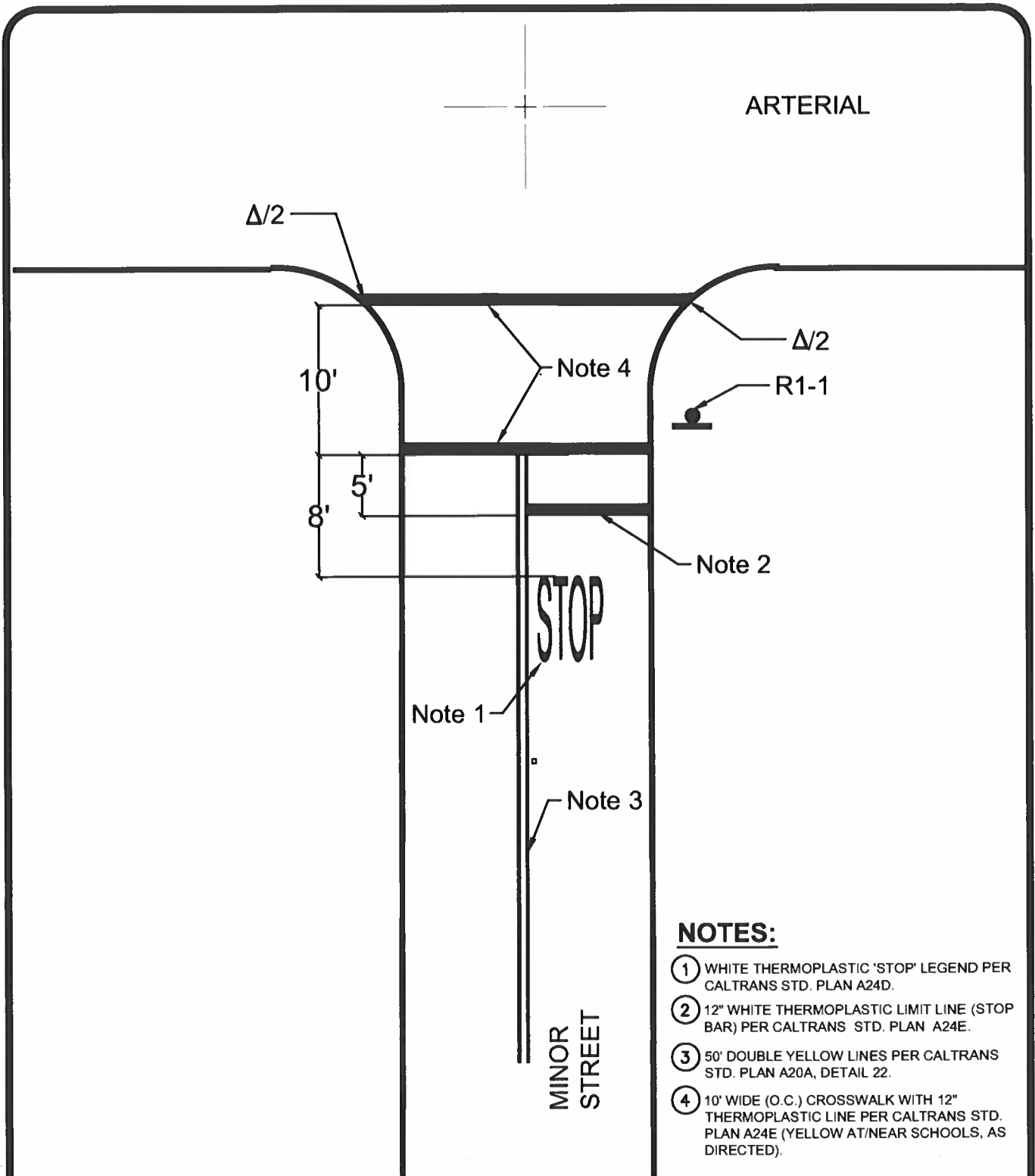
RECOMMENDED

RAJA SETHURAMAN

DATE

STD. DWG. NO.
901B

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1



CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

LIMIT LINE & LEGEND - CASE C
TYPICAL INSTALLATION AT CROSSWALK

Costa Mesa

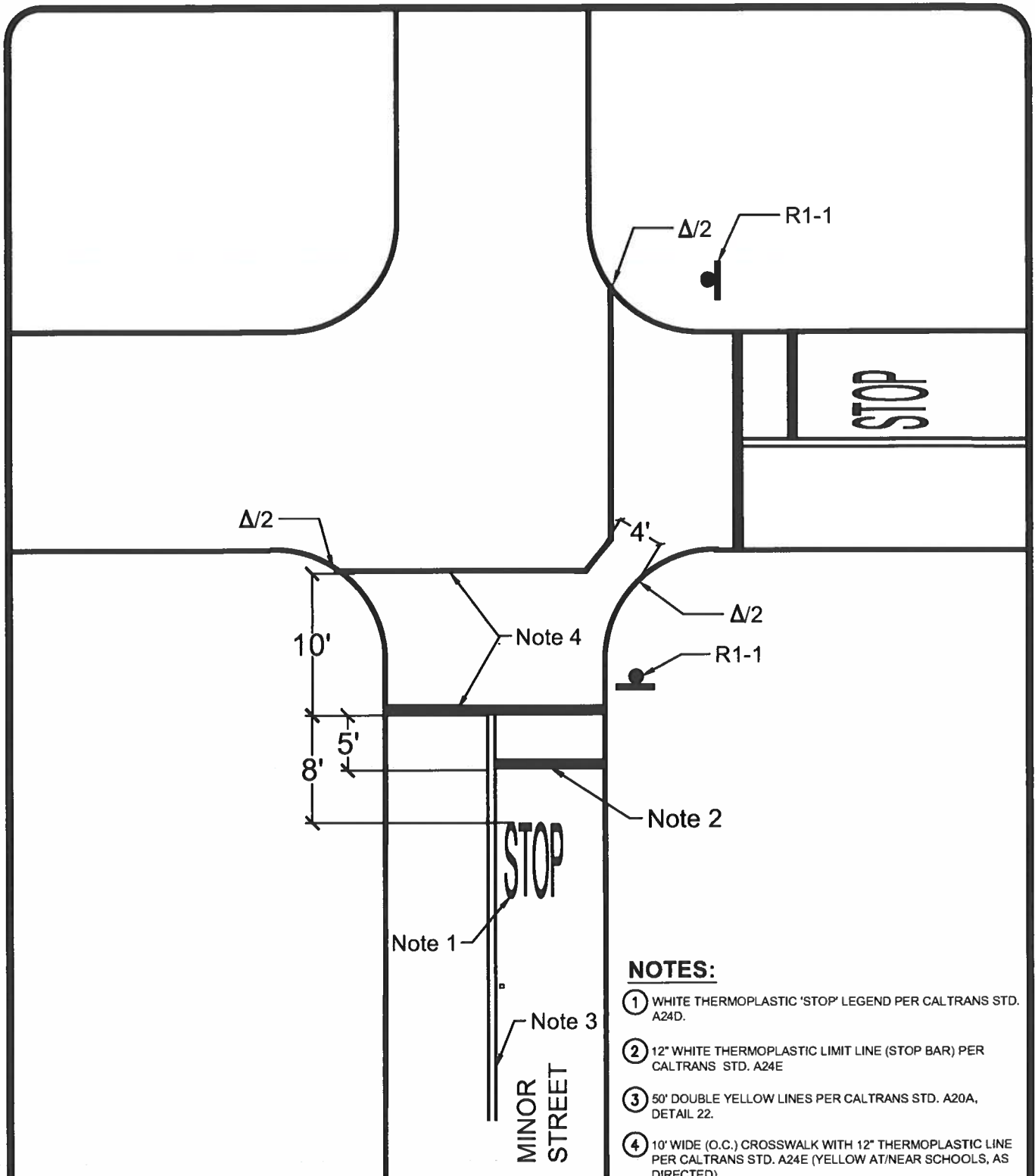
RECOMMENDED

RAJA SETHURAMAN

DATE

STD. DWG. NO.
901C

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1



NOTES:

- ① WHITE THERMOPLASTIC 'STOP' LEGEND PER CALTRANS STD. A24D.
- ② 12" WHITE THERMOPLASTIC LIMIT LINE (STOP BAR) PER CALTRANS STD. A24E
- ③ 50' DOUBLE YELLOW LINES PER CALTRANS STD. A20A, DETAIL 22.
- ④ 10' WIDE (O.C.) CROSSWALK WITH 12" THERMOPLASTIC LINE PER CALTRANS STD. A24E (YELLOW AT/NEAR SCHOOLS, AS DIRECTED).

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

LIMIT LINE & LEGEND - CASE D
TYPICAL INSTALLATION AT CROSSWALK

Costa Mesa

RECOMMENDED

RAJA SETHURAMAN

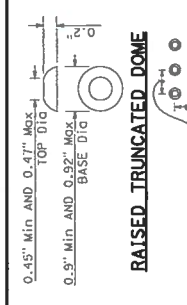
DATE

STD. DWG. NO.
901D

2018 STANDARD PLAN A88A EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

POST MILES	ROUTE	SHEET	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 MAY 31, 2018
 THE STATE OF CALIFORNIA
 PLANS APPROVAL DATE
 12-13-19
 THE REGISTERED CIVIL ENGINEER
 HAS REVIEWED THIS PLAN SHEET
 FOR CONFORMANCE WITH THE
 REQUIREMENTS OF THE CALIFORNIA
 ENGINEERING BOARD

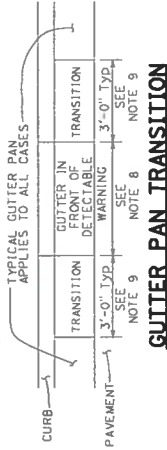


**RAISED TRUNCATED DOME
DETECTABLE WARNING SURFACE**

See Note 10

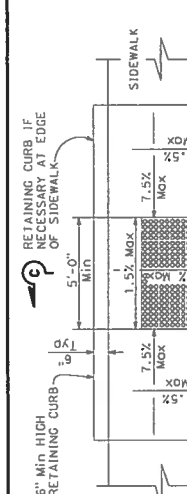
NOTES:

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A conditions dictate, for specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
2. If distance from curb to back of sidewalk is too short to accommodate ramp installation, a 6" high retaining curb may be used. A 6" high retaining curb may be used longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
6. Side slopes of ramp flares vary uniformly from a maximum of 9.0% at curb to a minimum of 1.5% at sidewalk. A 1.5% sidewalk slope may be used, except in Case C and Case F.
7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
11. Sidewalk and ramp thickness, "T", shall be 3/2" minimum.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



GUTTER PAN TRANSITION

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION **CURB RAMP DETAILS** NO SCALE **A88A**



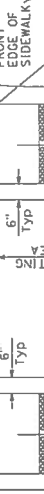
CASE A

See Note 10



CASE B

See Note 10



CASE C

See Note 10



CASE D

See Note 10



CASE E

See Note 10



CASE F

See Note 10



CASE G

See Note 10



SECTION A-A

See Note 10

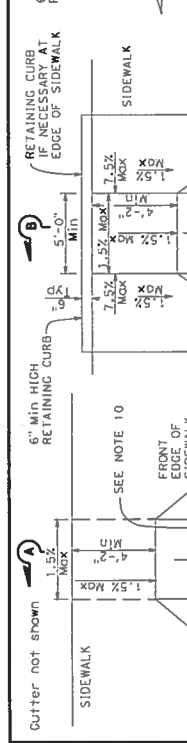


SECTION B-B

See Note 10

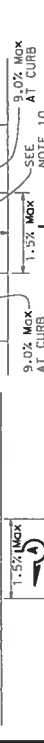


SECTION C-C



**DETAIL A
TYPICAL TWO-RAMP
CORNER INSTALLATION**

See Note 1



**DETAIL B
TYPICAL ONE-RAMP
CORNER INSTALLATION**

See Notes 1 and 3



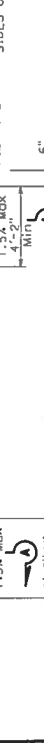
**DETAIL C
TYPICAL ONE-RAMP
CORNER INSTALLATION**

See Note 1



**DETAIL D
TYPICAL ONE-RAMP
CORNER INSTALLATION**

See Note 1



**DETAIL E
TYPICAL ONE-RAMP
CORNER INSTALLATION**

See Note 1



**DETAIL F
TYPICAL ONE-RAMP
CORNER INSTALLATION**

See Note 1



**DETAIL G
TYPICAL ONE-RAMP
CORNER INSTALLATION**

See Note 1



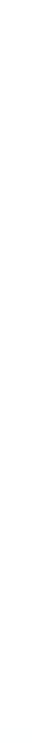
**DETAIL H
TYPICAL ONE-RAMP
CORNER INSTALLATION**

See Note 1



**DETAIL I
TYPICAL ONE-RAMP
CORNER INSTALLATION**

See Note 1



**DETAIL J
TYPICAL ONE-RAMP
CORNER INSTALLATION**



SIDE VIEW

Diagram illustrating the cover top view of the device. The cover is rectangular with a central circular slot. Dimensions and features are labeled:

- Overall width: $1\frac{1}{2}$ "
- Overall height: $1\frac{1}{2}$ "
- Central slot: $\frac{1}{2}$ " x $\frac{1}{4}$ "
- Slot label: PILE SLOT WITH CENTER PIN
- Bottom feature: MANUFACTURER'S LOGO
- Bottom feature: LOAD RATING
- Bottom feature: COVER MARKING AREA
- Bottom feature: COVER TOP VIEW



TYPICAL THREADED INSERT
OR SIMILAR

DIMENSION TABLE

DIMENSION TABLE

ELECTRICAL SYSTEMS

REVISED STANDARD PLAN RSP ES-8A

RSP E3-BA DATED APRIL 15, 2016 SUPERSEDES STANDARD PLAN E3-BA
DATED OCTOBER 30, 2015 - PAGE 413 OF THE STANDARD PLANS BOOK DATED 2015

REVISED STANDARD PLAN RSP ES-8A

[illegible]

TO ACCOMPANY PLANS DATED

NOTES:

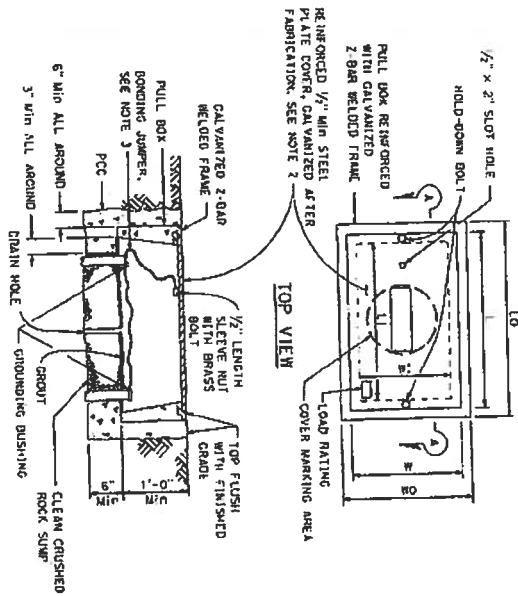
1. The panel dimensions of the opening in which the cover sits shall be the same as the cover dimensions except the length and width dimensions shall be $\frac{1}{8}$ greater.
2. Covers and boxes shall be interchangeable with California standard male and female gages. When interchanged with a standard male or female gage, the cover and box shall have a $\frac{1}{8}$ inch top outside radius of cover and pull boxes shall have a $\frac{1}{8}$ radius.
3. Dimensions for the cover for non-traffic pull box are nominal values.

DATE	COUNTRY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEET
2168					

TO ACCOMPANY PLANS DATED



1. Traffic light box shall be provided with steel cover and special concrete footing. Steel cover shall have embossed non-slip pattern.
2. Steel reinforcing shall be as regularly used in the standard products of the respective manufacturer.
3. Bonding jumper for metal covers shall be 3' long, minimum.
4. The nominal dimensions of the opening in which cover sits shall be the same as the cover, minimum, except the length and width dimensions shall be $\frac{1}{8}$ " greater.
5. Covers and boxes shall be interchangeable with California standard male and female spades and shall be interchangeable with a standard male or female gage, the top surfaces shall be flush within $\frac{1}{16}$ ".



No. 3 1/2(T), No. 5(T) AND
No. 6(T) TRAFFIC PULL BOX

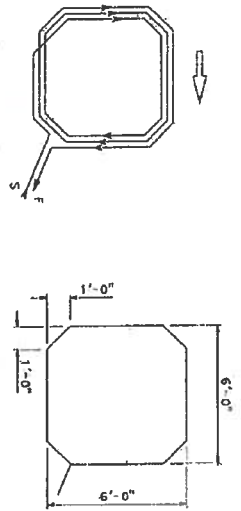
DIMENSION TABLE										COVER	
		PULL BOX									
PULL BOX	MINIMUM & THICKNESS	MINIMUM DEPTH BOX AND EXTENSION	LO	LI	MO	MI	ME	MA	MB		
No. 31/311	1 1/2"	1'-0"	1'-10" - 1'-11"	1'-5" - 1'-6 1/2"	1'-3 1/2" - 1'-4"	10'-1'-0"	1'-8" - 1'-8 1/2"	1'-11" - 1'-2"			
No. 51/11	1 1/2"	1'-0"	2'-0" - 2'-8"	2'-0" - 2'-1"	1'-6" - 1'-7"	1'-11" - 1'-2"	2'-3 1/2" - 2'-1 1/2"	1'-6" - 1'-8 1/2"			
No. 61/11	2"	1'-0"	2'-10" - 3'-1"	2'-6" - 2'-7"	1'-10" - 2'-0"	1'-5" - 1'-6"	2'-5" - 2'-9 1/2"	1'-0" - 1'-8 1/2"			
2' EXCLUDING CONDUIT MEAS. SEE TOP DIMENSION											

EXCL. USING CONDUIT WEB TOP DIMENSION

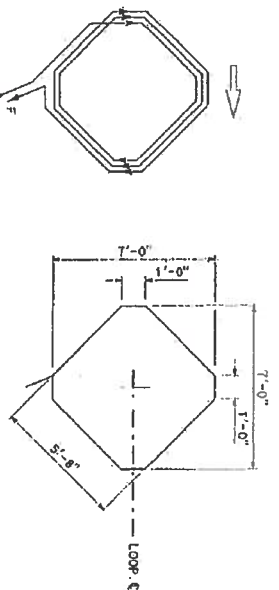
RA TOP DIMENSION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(TRAFFIC PULL BOX)**
NO SCALE
RSP ES-8B DATED MAY 21, 2013 SUPERSEDES RSP ES-8B DATED APRIL 15, 2016 AND STANDARD
PLAN ES-8B DATED OCTOBER 20, 2015 - PWD 714 OF THE STANDARD PLANS BOOK DATED 2015.
REVISED STANDARD PLAN RSP ES-8B

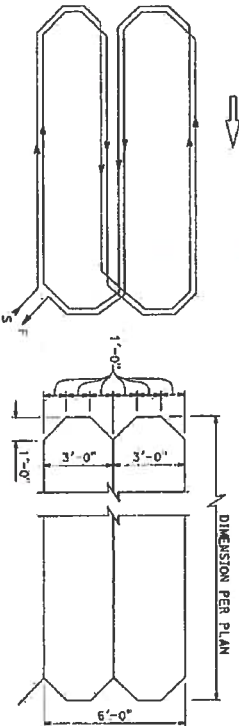
2015 REVISED STANDARD PLAN RSP ES-8B



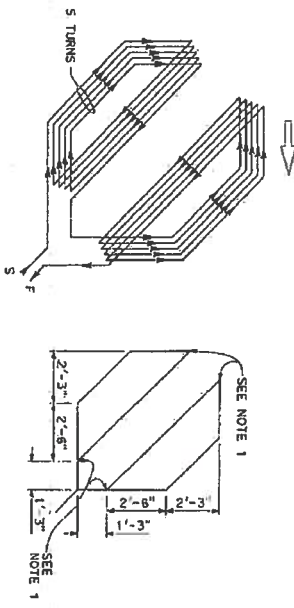
WINDING DETAIL
TYPE A LOOP DETECTOR CONFIGURATION



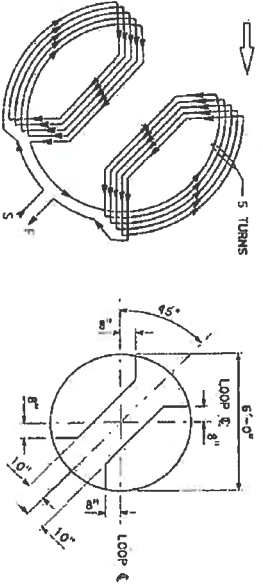
WINDING DETAIL
TYPE B LOOP DETECTOR CONFIGURATION



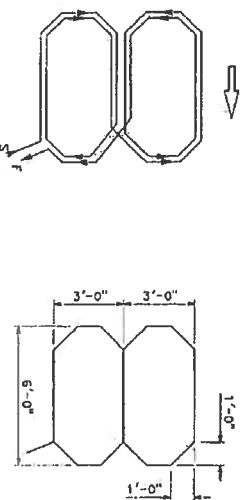
WINDING DETAIL
TYPE C LOOP DETECTOR CONFIGURATION



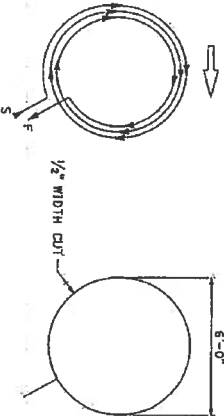
WINDING DETAIL
TYPE D LOOP DETECTOR CONFIGURATION



WINDING DETAIL
TYPE F LOOP DETECTOR CONFIGURATION

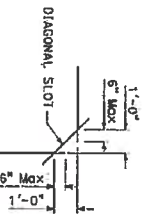


WINDING DETAIL
TYPE Q LOOP DETECTOR CONFIGURATION



WINDING DETAIL
TYPE E LOOP DETECTOR CONFIGURATION

- NOTES:
1. Round corners of square angle saw cuts to prevent damage to conductors.
 2. Typical distance separating loops from edge to edge is 10' for Types A, D, E, and F installation in single lane, 10' for detection and bi-lane lanes.
 3. Use Type D and F loops for limit line detection and bi-lane lanes.



PLAN VIEW OF
DIAGONAL SLOT
AT CORNERS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(DETECTORS)**

NO SCALE

RSP ES-5B DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN ES-5B
DATED MAY 31, 2018. PAGE 505 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP ES-5B

PROJECT NO.	DATE	BY	CHECKED
10-10-18	10/19/18	10/19/18	10/19/18
RECEIVED			
OCTOBER 19, 2018			
RECEIVED			
OCTOBER 19, 2018			
RECEIVED			
OCTOBER 19, 2018			

SECTION “G”

APPENDIX “C”

CALTRANS PERMIT AND “AS-BUILT” DRAWINGS

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT
 TR-0120 (REV. 6/2012)

In compliance with (Check one):

- ☒ Your application of September 10, 2019
- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____

TO: CITY OF COSTA MESA
 77 FAIR DRIVE
 COSTA MESA, CA 92628
 Attn: STEVE KOOYMAN 714-754-5291

Permit No. 12-19-N-MC-0837	
Dist/Co/Rte/PM 12-ORA-405, PM 9.893/9.893	
Permit Approval Date 06/08/2020	
Fee Paid \$ EXEMPT	Deposit \$ EXEMPT
Performance Bond Amount (1) \$ 0.00	Payment Bond Amount (2) \$ 0.00
Bond Company	
Bond Number (1)	Bond Number (2)

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

PERFORM REHABILITATION OF EXISTING AC PAVEMENT, REMOVE AND REPLACE 10'X52' AC PAVEMENT STRUCTURE, STRIPING AND TRAFFIC CONTROL WITHIN CALTRANS RIGHT-OF-WAY ON BEAR STREET BETWEEN YUKON AVE AND PAULARINO AVE AT I-405 IN THE CITY OF COSTA MESA.

PERMITTEE SHALL COORDINATE WITH THE OFFICE OF CORRIDOR MANAGEMENT FOR FINAL CONSTRUCTION SCHEDULE TO ENSURE THERE WILL BE NO CONFLICT WITH THE I-405 IMPROVEMENT PROJECT.

All performed work shall be in accordance with current Caltrans Standard Specifications and Standard Plans, Section 500 (Specific Permits) of the Encroachment Permits Manual, California MUTCD latest edition, the attached Provisions and Permit Plans stamp - dated JUNE 05, 2020.

Permittee and its contractor shall contact ANDREW CHUAH, Office of Corridor Management, at (949) 279-8496 and SHAHRYAR DERAVID, State Permit Inspector, at (657) 328-6403 a minimum of three working days prior to the initial start of work and 48 hours prior to subsequent

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):

- ☒ Yes ☐ No General Provisions
- ☐ Yes ☒ No Utility Maintenance Provisions
- ☐ Yes ☒ No Storm Water Special Provisions
- ☒ Yes ☐ No Special Provisions
- ☐ Yes ☒ No A Cal-OSHA permit, if required: Permit No. _____
- ☐ Yes ☒ No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- ☐ Yes ☒ No Storm Water Pollution Prevention Plan / Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

- ☐ Yes ☒ No Review
- ☐ Yes ☒ No Inspection
- ☒ Yes ☐ No Field Work

(if any Caltrans effort expended)

- ☐ Yes ☒ No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before December 31, 2020

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all the other necessary permits and the environmental clearances have been obtained.

PERMIT ENGINEER: Ed Khosravi
 COPIES TO:
 Permittee
 File: 19-0837
 S.Deravi
 Andrew Chuah
 Maintenance

APPROVED:

Ryan Chamberlain, District Director

BY:



CHARLES MAKSOUDIAN, P.E., District Permit Engineer

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
 FM 91 1436 (D12 Permit App.)

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

CITY OF COSTA MESA
1219-NMC-0837
JUNE 08, 2020

Permittee's Contractor shall furnish the State with a signed application requesting a separate Caltrans Double Permit "DP" authorizing the Contractor to perform the work on Permittee's behalf. A deposit of \$820.00 is required at the time of application.

PERMITTEE SHALL COORDINATE WITH THE OFFICE OF CORRIDOR MANAGEMENT FOR FINAL CONSTRUCTION SCHEDULE TO ENSURE THERE WILL BE NO CONFLICT WITH THE I-405 IMPROVEMENT PROJECT. PLEASE CONTACT ANDREW CHUAH AT 949-279-8496

In addition to the attached General Provisions (TR-0045), the following Special Provisions are applicable:

- **Permittee shall STATUS (call) scheduled work DAILY via District's 24-hour Communication Center (DCC) at 949-936-3600 and text 10-97, 1098, or 10-22 status to the State permit inspector named on the permit (Inspector's cell phone number will be provided during the pre-job meeting). Status (call) using Closure ID No(s) and Log No(s) provided by the State inspector when work begins (first cone down, 10-97), and again when work is finished for the day (last cone removed, 10-98. If the work is cancelled on any scheduled day, Permittee shall call Caltrans DCC at 949-936-3600 and relay; "(Closure ID No., Log No) is 10-22" (cancelled). The cancellation call shall be made no later than the scheduled 10-97 time. Any delay in picking up your closure must be reported immediately to DCC at 949-936-3600 and State Permit Inspector. FAILURE TO FOLLOW THESE INSTRUCTIONS WILL RESULT IN SUSPENSION OF PERMIT.**
- **The shelter is the county's direct response to the COVID-19 in order to shelter the at-risk homeless for approximately 3-6 months at the Low Barrier Navigation Center. The City shall take as a temporary homeless shelter and operate for 3-5 years.**
- ADA Compliance requirements shall be met at all times. (DIB 82-05) at <http://www.dot.ca.gov/hq/oppd/dib/dib82-06.pdf>
- Permittee shall contact the LOCAL LAW ENFORCEMENT JURISDICTION at least 48 hours prior to implementing traffic control measures. All closures shall conform to State standards and shall follow Chapter 8 of the Safety Manual.
- Except for installing, maintaining and removing traffic control devices, any work encroaching within 3 feet of the edge of a travel lane for areas with a posted speed limit below 45mph, or 6 feet of the edge of a travel lane, for areas with a speed limit posted at 45mph or higher, shall require closing of that travel lane. Any work encroaching within 6 feet of the edge of the shoulder, shall require closing of that shoulder. Permittee shall notify the Department's Representative, and obtain approval of, all traffic control, lane closures or detours, at least seven (7)
- **WORKING DAYS prior to setting up of any traffic control." Orange vests and hard hats shall be worn at all time while working within State right-of-way.**
- By acceptance of this permit, the permittee understands and agrees to reimburse the State for all costs incurred for performing corrective work in the event that the permittee or permittee's representatives fail to install, replace, repair, restore, or remove facilities to state specifications for the immediate safe operation of the highway and satisfactory completion of all permit work. State forces may perform corrective work or it may be contracted out. Understood is that the above charges are in addition to permit fees, and an invoice will be sent to permittee for said charges after satisfactory completion of all work. The issuance of the permit shall not set as precedence for other permits approved in the future.
- It is the responsibility of the permittee, permittee's agents, or contractors to comply with all provisions of this permit and instructions from the State permit inspector. Permittee shall keep the permit package or copies thereof, at the work site at all times and show it upon request to any Department representative or law enforcement officer. When the permit package is not available, then immediate suspension of permit will occur.

- Permittee shall furnish the necessary inspection to provide for public safety and to insure that all work within or affecting the State's right of way pursuant to this permit is in accordance with State Standards and requirements. The State permit inspectors will monitor the work authorized under this permit and the work is subject to the approval of the State permit inspectors.
- **Permittee shall remain solely responsible for compliance with all requirements of this permit.**
- Prior to performing any work pursuant to this permit, the permittee shall obtain all necessary permits and authorizations required of other governmental agencies and by law. The permittee shall make the necessary arrangements with the appropriate agencies to monitor and test performed work to ensure accordance with requirements of those agencies.
- American National Standards Institute (ANSI) compliant Class II vests and hard hats shall be worn while working within State's right-of-way. Workers working at night will be required to wear ANSI Class III warning garments. Class III compliance can be achieved by combining ANSI Class E pants worn with an ANSI Class II vest.
- The State permit inspector must ascertain and agree to all work details and all aspects of traffic control or no work shall begin on this permit.
- If a safe passage way cannot be provided, appropriate signs and barricades shall be installed at the limits and in advance of construction at the nearest Crosswalk or Intersection to detour pedestrians to facilities across the street.
- When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped is safe and well defined and shown on the approved permit plan.
- Personal vehicles of the Contractor's employees shall not be parked on paved shoulders or traveled way within the limits of this work.
- Unless otherwise approved by the State Permit Inspector no work that interferes with public traffic shall be performed on weekdays between 6:00 AM and 9:00 AM, and between 3:00 PM and 6:30 PM.
- The full width of traveled way shall be open for use by public traffic on Saturdays, and designated legal holidays, after 3:00 PM on Fridays and on the day preceding designated legal holidays, and when construction operations are not actively in progress.
- Except as specifically provided herein, all requirements of the Vehicle Code and other applicable laws must be complied with in all particulars.
- No lane may be closed or obstructed at any time unless specifically allowed per the encroachment permit, shown in approved traffic control plans, and/or as directed by the Department's Representative.
- The Permittee's work shall be subordinated to any operations which the Department may conduct and shall not delay, nor interfere with the Department's Forces or Department's Contractors.
- Should any deviation from these procedures or conditions be observed, all work shall be suspended until satisfactory steps have been taken to ensure compliance.
-
- In the event of any discrepancy between Permittee's Permit Plans and these Permit Special Provisions, these Special Provisions shall prevail.

Immediately following completion of the work permitted herein, Permittee shall fill out and fax the attached **Work Completion Notice** to **657-328-6504** to initiate final permit processing.

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV 01/2020)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCACTION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** This encroachment permit allows only the Permittee or Permittee's authorized agent to work within or encroach upon the State Highway System, and the Permittee may not assign this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State Highway System.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions. Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department. Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be

diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04, Public Safety, of the Department's Standard Specifications.

14. **PUBLIC TRAFFIC CONTROL:** As required by law, the Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity. Lane and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for traffic control systems, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public, such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the Department, and from the Directors, officers, and employees of the State and/or the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
 - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.

24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee or anyone acting on behalf of the Permittee to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty

of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors and their subcontractors under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no

expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.

iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE OF HIGHWAYS:** By accepting this encroachment permit, the Permittee agrees to properly maintain any encroachment. This assurance requires the Permittee to provide inspection and repair any damage, at Permittee's expense, to State facilities resulting from the encroachment.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or

operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued. The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:

State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. FIELD WORK REIMBURSEMENT: Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.

35. LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT: Attention is directed to Section 12-4.02A(3) Submittals, of the Department's Standard Specifications, for lane closure requests submittals requirements and schedules. The Permittee must notify the Department's representative and the Traffic Management Center (TMC) before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.

36. SUSPENSION OF TRAFFIC CONTROL OPERATION:

The Permittee, upon notification by the Department's representative, must immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.

37. UNDERGROUND SERVICE ALERT (USA)

NOTIFICATION: Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the regional notification center at least forty-eight (48) hours before performing any excavation work within the State highway right-of-way.

38. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):

All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects."

39. STORMWATER: The Permittee is responsible for full compliance with the following:

- a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
- b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
- c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
- d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

Complete ALL fields. Write "N/A" if not applicable. Type or print clearly.

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY ORANGE		2. ROUTE 405	3. POST MILE 9.893	FOR CALTRANS USE	
4. ADDRESS OR STREET NAME BEAR STREET		5. CITY COSTA MESA		TRACKING NO. VC19-NMC-0837	
6. CROSS STREET (Distance and direction from project site) YUKON AVE / PAULANUO AVE ~ 0.3 miles from I-405				DIST/CO/RTE/PM 12-ORA-405-9.893	
7. WORK TO BE PERFORMED BY <input type="checkbox"/> APPLICANT <input checked="" type="checkbox"/> CONTRACTOR		8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", provide the Parent Permit Number		SIMPLEX STAMP	
9. ESTIMATE START DATE NOVEMBER 1, 2019		10. ESTIMATED COMPLETION DATE JANUARY 31, 2020		DATE OF SIMPLEX STAMP	
11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY 25 WORKING DAYS					
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY \$15,000					
13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", which branch?					
14. FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE <input checked="" type="checkbox"/> SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)					
15. CALTRANS PROJECT CODE (ID) N/A			16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER BEAR STREET IMPROVEMENTS I 405 TO YUKON ST.		

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.

The City of Costa Mesa will be completing the following work w/ in the State R/W:

- 1) Setting up Traffic Control
- 2) AC PAVEMENT Structural Removal (10' x 52') and Replacement
- 3) AC Grind/overlay
- 4) Striping

* See plans for more details.

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

- ☒ Traffic lane ☐ Shoulder ☐ Sidewalk ☐ Median ☐ At or near an intersection ☐ Mobile work
- ☐ Outside of the shoulder, _____ feet from edge of pavement ☐ Other _____

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

- ☐ No traffic control needed ☐ State Standard Plans (T-Sheets) # _____
- ☒ Project specific Traffic Control Plans included ☐ To be submitted by contractor

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Page 2 of 4

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO

VIA - VMC - 0837

19. EXCAVATION	MAX. DEPTH (in) 10	MIN. DEPTH (in) Ø	AVG. WIDTH (in) 120	LENGTH (ft) 52	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) AC/CMB
20. PIPES	PRODUCT BEING TRANSPORTED N/A	CARRIER PIPE DIAMETER (in.)	MATERIAL NA	CASING PIPE DIAMETER (in.)	MATERIAL N/A

PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.)

VOLTAGE/ PSIG

N/A

N/A

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

☒ NO ☐ YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

☒ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☐ OTHER PSE Approval By City of COSTA MESA☒ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER☐ NO (if "NO", check the category below which best describes the project AND answer questions A-K)☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION,
MAINTENANCE OR RESURFACING☐ FENCE ☐ EROSION CONTROL☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS☐ MAILBOX ☐ LANDSCAPING☐ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER

The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

C. Is the proposed project located within five miles of the coast line?

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

F. Are there any recreational trails or paths within the limits of the proposed project?

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

H. Will the proposed project impact access to any businesses or residences?

I. Will the proposed project impact any existing public utilities or public services?

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Page 3 of 4

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

1219-UMC-0837

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO (if "YES", provide a description)

23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) ☐ YES ☒ NO (if "YES", provide a description)

24. Is work being done on the applicant's property in addition to State Highway right-of-way? ☒ YES ☐ NO
(If "YES", attach 6 complete sets of site and grading plans)

25. Will the proposed project require the disturbance of soil? ☐ YES ☒ NO
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: _____
and estimate the area of disturbed soil outside State Highway right-of-way in acres: _____

26. Will the proposed project require dewatering? ☐ YES ☒ NO
If "YES", estimate Total gallons AND gallons/month. _____ (Total gallons) AND _____ (gallons/month)
SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER
(*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/>)

27. How will any storm water or ground water be disposed?
☒ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☐ N/A
☐ Other (explain) _____

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Page 4 of 4

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

1219-NHC-0837

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf). If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf). The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <http://www.dot.ca.gov/hq/construc/stormwater/>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)

CITY OF COSTA MESA

ADDRESS OF APPLICANT (Include City, State and Zip Code)

77 FAIR DRIVE, CITY OF COSTA MESA, CA 92626

E-MAIL ADDRESS

Baltazar.Maria@costamesa.gov

PHONE NUMBER

(714) 754-5291

FAX NUMBER

(714) 754-5028

29. NAME OF AUTHORIZED AGENT / ENGINEER

(A "Letter of Authorization" is required if different from #28)

Steve Kooyman

IS A LETTER OF AUTHORIZATION ATTACHED?

☒ YES ☐ NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)

15140 Tran Sister Lane, Huntington Beach, CA 92649

E-MAIL ADDRESS

Skooyman@intertowngrp.com

PHONE NUMBER

(530) 318-1066

FAX NUMBER

N/A

30. NAME OF BILLING CONTACT (Same as #28 ☒ Same as #29 ☐

BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*

32. PRINT OR TYPE NAME

Steve Kooyman

33. TITLE

Project Manager

34. DATE

9/10/19

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

PERMIT NO:

WORK ORDER/REFERENCE NUMBER:

THIS PAGE IS FOR CALTRANS USE ONLY

☐ DEFERRED BILLING (Utility) ☒ EXEMPT ☐ PROJECT CODE (ID):

FEES

1.	REVIEW.....	_____	hours @	\$ 82.00 / hour =	\$ _____
	INSPECTION.....	_____	hours @	\$ 82.00 / hour =	\$ _____
	FIELD WORK.....	_____	hours @	\$ 82.00 / hour =	\$ _____
	EQUIPMENT AND MATERIALS.....	_____			\$ _____
	CALCULATED BY: _____	DATE: _____		AMOUNT: \$	_____
2.	REVIEW.....	_____	hours @	\$ 82.00 / hour =	\$ _____
	INSPECTION.....	_____	hours @	\$ 82.00 / hour =	\$ _____
	FIELD WORK.....	_____	hours @	\$ 82.00 / hour =	\$ _____
	EQUIPMENT AND MATERIALS.....	_____			\$ _____
	CALCULATED BY: _____	DATE: _____		AMOUNT: \$	_____
3.	REVIEW.....	_____	hours @	\$ 82.00 / hour =	\$ _____
	INSPECTION.....	_____	hours @	\$ 82.00 / hour =	\$ _____
	FIELD WORK.....	_____	hours @	\$ 82.00 / hour =	\$ _____
	EQUIPMENT AND MATERIALS.....	_____			\$ _____
	CALCULATED BY: _____	DATE: _____		AMOUNT: \$	_____
4.	REVIEW.....	_____	hours @	\$ 82.00 / hour =	\$ _____
	INSPECTION.....	_____	hours @	\$ 82.00 / hour =	\$ _____
	FIELD WORK.....	_____	hours @	\$ 82.00 / hour =	\$ _____
	EQUIPMENT AND MATERIALS.....	_____			\$ _____
	CALCULATED BY: _____	DATE: _____		AMOUNT: \$	_____

DEPOSITS

1.	<input type="checkbox"/> CHECK NUMBER: _____	NAME ON CARD/CHECK: _____			
	<input type="checkbox"/> CREDIT CARD	PHONE NUMBER: _____			
	<input type="checkbox"/> CASH	CASHIER'S INITIALS: _____	DATE: _____	AMOUNT: \$	_____
2.	<input type="checkbox"/> CHECK NUMBER: _____	NAME ON CARD/CHECK: _____			
	<input type="checkbox"/> CREDIT CARD	PHONE NUMBER: _____			
	<input type="checkbox"/> CASH	CASHIER'S INITIALS: _____	DATE: _____	AMOUNT: \$	_____
3.	<input type="checkbox"/> CHECK NUMBER: _____	NAME ON CARD/CHECK: _____			
	<input type="checkbox"/> CREDIT CARD	PHONE NUMBER: _____			
	<input type="checkbox"/> CASH	CASHIER'S INITIALS: _____	DATE: _____	AMOUNT: \$	_____
4.	<input type="checkbox"/> CHECK NUMBER: _____	NAME ON CARD/CHECK: _____			
	<input type="checkbox"/> CREDIT CARD	PHONE NUMBER: _____			
	<input type="checkbox"/> CASH	CASHIER'S INITIALS: _____	DATE: _____	AMOUNT: \$	_____

TOTAL DEPOSITS: \$ _____

CASH DEPOSIT IN LIEU OF BOND	<input type="checkbox"/>	DATE: _____	AMOUNT: \$	_____
PERFORMANCE BOND	<input type="checkbox"/>	DATE: _____	AMOUNT: \$	_____
PAYMENT BOND	<input type="checkbox"/>	DATE: _____	AMOUNT: \$	_____
IS LIABILITY INSURANCE REQUIRED?	<input type="checkbox"/> YES <input type="checkbox"/> NO		AMOUNT: \$	_____

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT
 TR-0120 (REV. 6/2012)

In compliance with (Check one):

- ☒ Your application of September 11, 2019
- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____

Permit No. 12-19-N-MC-0838	
Dist/Co/Rte/PM 12-ORA-73, PM R27.296/R27.296	
Permit Approval Date 06/08/2020	
Fee Paid \$ EXEMPT	Deposit \$ EXEMPT
Performance Bond Amount (1) \$ 0.00	Payment Bond Amount (2) \$ 0.00
Bond Company	
Bond Number (1)	Bond Number (2)

TO: CITY OF COSTA MESA
 77 FAIR DRIVE
 COSTA MESA, CA 92628
 Attn: STEVE KOOYMAN 714-754-5291

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

PERFORM REHABILITATION OF EXISTING AC PAVEMENT, REMOVE AND REPLACE SIGNAL LOOPS, ADJUST WATER & SDMH, RE-STRIPE, AND TRAFFIC CONTROL WITHIN CALTRANS RIGHT-OF-WAY ON BEAR STREET AT SR-73 IN THE CITY OF COSTA MESA.

PERMITTEE SHALL COORDINATE WITH THE OFFICE OF CORRIDOR MANAGEMENT FOR FINAL CONSTRUCTION SCHEDULE TO ENSURE THERE WILL BE NO CONFLICT WITH THE I-405 IMPROVEMENT PROJECT.

All performed work shall be in accordance with current Caltrans Standard Specifications and Standard Plans, Section 500 (Specific Permits) of the Encroachment Permits Manual, California MUTCD latest edition, the attached Provisions and Permit Plans stamp - dated JUNE 05, 2020.

Permittee and its contractor shall contact ANDREW CHUAH, Office of Corridor Management, at (949) 279-8496 and SHAHRYAR DERAVID, State Permit Inspector, at (657) 328-6403 a minimum of seven working days prior to the initial start of work and 48 hours prior to subsequent

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):

- ☒ Yes ☐ No General Provisions
- ☐ Yes ☒ No Utility Maintenance Provisions
- ☐ Yes ☒ No Storm Water Special Provisions
- ☒ Yes ☐ No Special Provisions
- ☐ Yes ☒ No A Cal-OSHA permit, if required: Permit No. _____
- ☐ Yes ☒ No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- ☐ Yes ☒ No Storm Water Pollution Prevention Plan / Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

- ☐ Yes ☒ No Review
- ☐ Yes ☒ No Inspection
- ☒ Yes ☐ No Field Work

(if any Caltrans effort expended)

- ☐ Yes ☒ No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before December 31, 2020

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all the other necessary permits and the environmental clearances have been obtained.

PERMIT ENGINEER: Ed Khosravi
 COPIES TO:
 Permittee
 File: 19-0838
 S. Deravi
 Andrew Chuah
 Maintenance

APPROVED:

Ryan Chamberlain, District Director

BY:



CHARLES MAKSOUDIAN, P.E., District Permit Engineer

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

FM 91 1436 (D12 Permit App.)

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

CITY OF COSTA MESA
1219-NMC-0838
JUNE 08, 2020

Permittee's Contractor shall furnish the State with a signed application requesting a separate Caltrans Double Permit "DP" authorizing the Contractor to perform the work on Permittee's behalf. A deposit of \$820.00 is required at the time of application.

PERMITTEE SHALL COORDINATE WITH THE OFFICE OF CORRIDOR MANAGEMENT FOR FINAL CONSTRUCTION SCHEDULE TO ENSURE THERE WILL BE NO CONFLICT WITH THE I-405 IMPROVEMENT PROJECT. PLEASE CONTACT ANDREW CHUAH AT 949-279-8496

In addition to the attached General Provisions (TR-0045), the following Special Provisions are applicable:

- **Permittee shall STATUS (call) scheduled work DAILY via District's 24-hour Communication Center (DCC) at 949-936-3600 and text 10-97, 1098, or 10-22 status to the State permit inspector named on the permit (Inspector's cell phone number will be provided during the pre-job meeting). Status (call) using Closure ID No(s) and Log No(s) provided by the State Inspector when work begins (first cone down, 10-97), and again when work is finished for the day (last cone removed, 10-98). If the work is cancelled on any scheduled day, Permittee shall call Caltrans DCC at 949-936-3600 and relay; "(Closure ID No., Log No) is 10-22" (cancelled). The cancellation call shall be made no later than the scheduled 10-97 time. Any delay in picking up your closure must be reported immediately to DCC at 949-936-3600 and State Permit Inspector. FAILURE TO FOLLOW THESE INSTRUCTIONS WILL RESULT IN SUSPENSION OF PERMIT.**
- **The shelter is the county's direct response to the COVID-19 in order to shelter the at-risk homeless for approximately 3-6 months at the Low Barrier Navigation Center. The City shall take as a temporary homeless shelter and operate for 3-5 years.**
- ADA Compliance requirements shall be met at all times. (DIB 82-05) at <http://www.dot.ca.gov/hq/oppd/dib/dib82-06.pdf>
- Permittee shall contact the LOCAL LAW ENFORCEMENT JURISDICTION at least 48 hours prior to implementing traffic control measures. All closures shall conform to State standards and shall follow Chapter 8 of the Safety Manual.
- Except for installing, maintaining and removing traffic control devices, any work encroaching within 3 feet of the edge of a travel lane for areas with a posted speed limit below 45mph, or 6 feet of the edge of a travel lane, for areas with a speed limit posted at 45mph or higher, shall require closing of that travel lane. Any work encroaching within 6 feet of the edge of the shoulder, shall require closing of that shoulder. Permittee shall notify the Department's Representative, and obtain approval of, all traffic control, lane closures or detours, at least seven (7)
- **WORKING DAYS prior to setting up of any traffic control." Orange vests and hard hats shall be worn at all time while working within State right-of-way.**
- By acceptance of this permit, the permittee understands and agrees to reimburse the State for all costs incurred for performing corrective work in the event that the permittee or permittee's representatives fail to install, replace, repair, restore, or remove facilities to state specifications for the immediate safe operation of the highway and satisfactory completion of all permit work. State forces may perform corrective work or it may be contracted out. Understood is that the above charges are in addition to permit fees, and an invoice will be sent to permittee for said charges after satisfactory completion of all work. The issuance of the permit shall not set as precedence for other permits approved in the future.
- It is the responsibility of the permittee, permittee's agents, or contractors to comply with all provisions of this permit and instructions from the State permit inspector. Permittee shall keep the permit package or copies thereof, at the work site at all times and show it upon request to any Department representative or law enforcement officer. When the permit package is not available, then immediate suspension of permit will occur.

- Permittee shall furnish the necessary inspection to provide for public safety and to insure that all work within or affecting the State's right of way pursuant to this permit is in accordance with State Standards and requirements. The State permit inspectors will monitor the work authorized under this permit and the work is subject to the approval of the State permit inspectors.
- **Permittee shall remain solely responsible for compliance with all requirements of this permit.**
- Prior to performing any work pursuant to this permit, the permittee shall obtain all necessary permits and authorizations required of other governmental agencies and by law. The permittee shall make the necessary arrangements with the appropriate agencies to monitor and test performed work to ensure accordance with requirements of those agencies.
- American National Standards Institute (ANSI) compliant Class II vests and hard hats shall be worn while working within State's right-of-way. Workers working at night will be required to wear ANSI Class III warning garments. Class III compliance can be achieved by combining ANSI Class E pants worn with an ANSI Class II vest.
- The State permit inspector must ascertain and agree to all work details and all aspects of traffic control or no work shall begin on this permit.
- If a safe passage way cannot be provided, appropriate signs and barricades shall be installed at the limits and in advance of construction at the nearest Crosswalk or Intersection to detour pedestrians to facilities across the street.
- When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped is safe and well defined and shown on the approved permit plan.
- Personal vehicles of the Contractor's employees shall not be parked on paved shoulders or traveled way within the limits of this work.
- Unless otherwise approved by the State Permit Inspector no work that interferes with public traffic shall be performed on weekdays between 6:00 AM and 9:00 AM, and between 3:00 PM and 6:30 PM.
- The full width of traveled way shall be open for use by public traffic on Saturdays, and designated legal holidays, after 3:00 PM on Fridays and on the day preceding designated legal holidays, and when construction operations are not actively in progress.
- Except as specifically provided herein, all requirements of the Vehicle Code and other applicable laws must be complied with in all particulars.
- No lane may be closed or obstructed at any time unless specifically allowed per the encroachment permit, shown in approved traffic control plans, and/or as directed by the Department's Representative.
- The Permittee's work shall be subordinated to any operations which the Department may conduct and shall not delay, nor interfere with the Department's Forces or Department's Contractors.
- Should any deviation from these procedures or conditions be observed, all work shall be suspended until satisfactory steps have been taken to ensure compliance.
-
- In the event of any discrepancy between Permittee's Permit Plans and these Permit Special Provisions, these Special Provisions shall prevail.

Immediately following completion of the work permitted herein, Permittee shall fill out and fax the attached **Work Completion Notice** to **657-328-6504** to initiate final permit processing.

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV 01/2020)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** This encroachment permit allows only the Permittee or Permittee's authorized agent to work within or encroach upon the State Highway System, and the Permittee may not assign this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State Highway System.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions. Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department. Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be

diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04, Public Safety, of the Department's Standard Specifications.

14. **PUBLIC TRAFFIC CONTROL:** As required by law, the Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity. Lane and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for traffic control systems, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public, such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the Department, and from the Directors, officers, and employees of the State and/or the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
 - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.

24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee or anyone acting on behalf of the Permittee to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty

of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors and their subcontractors under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no

expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.

iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE OF HIGHWAYS:** By accepting this encroachment permit, the Permittee agrees to properly maintain any encroachment. This assurance requires the Permittee to provide inspection and repair any damage, at Permittee's expense, to State facilities resulting from the encroachment.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or

operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued. The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY: State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. FIELD WORK REIMBURSEMENT: Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.

35. LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT: Attention is directed to Section 12-4.02A(3) Submittals, of the Department's Standard Specifications, for lane closure requests submittals requirements and schedules. The Permittee must notify the Department's representative and the Traffic Management Center (TMC) before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.

36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The Permittee, upon notification by the Department's representative, must immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.

37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION: Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the regional notification center at least forty-eight (48) hours before performing any excavation work within the State highway right-of-way.

38. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA): All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects."

39. STORMWATER: The Permittee is responsible for full compliance with the following:

- a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
- b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
- c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
- d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

Complete ALL fields write "N/A" if not applicable Type or print clearly

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY <i>ORANGE</i>		2. ROUTE <i>73</i>	3. POST MILE <i>R 21.296</i>	FOR CALTRANS USE	
4. ADDRESS OR STREET NAME <i>BEAR STREET</i>		5. CITY <i>COSTA MESA</i>		TRACKING NO. <i>12-ORA-0838</i>	
6. CROSS STREET (Distance and direction from project site) <i>BAKER STREET ~ S 500' from 73</i>				DIST/CO/RT/PM <i>12-ORA-73-27.2</i>	
7. WORK TO BE PERFORMED BY <input type="checkbox"/> APPLICANT <input checked="" type="checkbox"/> CONTRACTOR		8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", provide the Parent Permit Number		SIMPLEX STAMP	
9. ESTIMATE START DATE <i>NOVEMBER 1, 2019</i>		10. ESTIMATED COMPLETION DATE <i>JANUARY 31, 2020</i>		DATE OF SIMPLEX STAMP	
11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY <i>25 WORKING DAYS</i>					
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY <i>\$134,000</i>					
13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", which branch?					
14. FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE <input checked="" type="checkbox"/> SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)					
15. CALTRANS PROJECT CODE (ID) <i>N/A</i>			16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER <i>BEAR STREET IMPROVEMENTS I-405 TO Baker</i>		

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.

The City of Costa Mesa will be completing the following Capital Improvement program project work w/in State R/W: milling 3" Existing AC, placement of 1" AC Base Course (Leaving), 2" Asphalt, Crack Sealing, Traffic Control, Removal & replacement of Signal Loops, Re-striping, Water & Sewer Adjustments, AND AC Removal.

18 (a) PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

- ☒ Traffic lane ☐ Shoulder ☐ Sidewalk ☐ Median ☐ At or near an intersection ☐ Mobile work
- ☐ Outside of the shoulder, _____ feet from edge of pavement ☐ Other _____

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

- ☐ No traffic control needed ☐ State Standard Plans (T-Sheets) # _____
- ☒ Project specific Traffic Control Plans included ☐ To be submitted by contractor

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

Page 2 of 4

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

1219 - NMC-0830

19. EXCAVATION	MAX. DEPTH (in) <u>Ø</u>	MIN. DEPTH (in) <u>Ø</u>	AVG. WIDTH (in) <u>Ø</u>	LENGTH (ft) <u>Ø</u>	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) <u>N/A</u>
20. PIPES	PRODUCT BEING TRANSPORTED <u>N/A</u>	CARRIER PIPE DIAMETER (in.) <u>N/A</u>	MATERIAL <u>N/A</u>	CASING PIPE DIAMETER (in.) <u>N/A</u>	MATERIAL <u>N/A</u>
PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.) <u>N/A</u>					VOLTAGE / PSIG <u>N/A</u>

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

☒ NO ☐ YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

☒ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)
☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☒ OTHER PSE APPROVAL BY CITY OF COSTA MESA
☐ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER _____

NO (if "NO", check the category below which best describes the project AND answer questions A-K)

☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING ☐ FENCE ☐ EROSION CONTROL
☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS ☐ MAILBOX ☐ LANDSCAPING
☐ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER _____

The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

C. Is the proposed project located within five miles of the coast line?

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

F. Are there any recreational trails or paths within the limits of the proposed project?

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

H. Will the proposed project impact access to any businesses or residences?

I. Will the proposed project impact any existing public utilities or public services?

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Page 3 of 4

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

1619-NMC-0834

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO (if "YES", provide a description)
23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) ☐ YES ☒ NO (if "YES", provide a description)
24. Is work being done on the applicant's property in addition to State Highway right-of-way? ☒ YES ☐ NO
(If "YES", attach 6 complete sets of site and grading plans)
25. Will the proposed project require the disturbance of soil? ☐ YES ☒ NO
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: _____
and estimate the area of disturbed soil outside State Highway right-of-way in acres: _____
26. Will the proposed project require dewatering? ☐ YES ☒ NO
If "YES", estimate Total gallons AND gallons/month. _____ (Total gallons) AND _____ (gallons/month).
SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER
(*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/>)
27. How will any storm water or ground water be disposed?
☒ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☐ N/A
☐ Other (explain) _____

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Page 4 of 4

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

1219 - NHC - 0838

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf). If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf). The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <http://www.dot.ca.gov/hq/construct/stormwater/>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)

CITY OF COSTA MESA

ADDRESS OF APPLICANT (Include City, State and Zip Code)

77 FAIR DRIVE, CITY OF COSTA MESA, CA 92628

E-MAIL ADDRESS

Baltazara.Mejia@costamesa.gov

PHONE NUMBER

(714) - 754-5291

FAX NUMBER

(714) 754-5028

29. NAME OF AUTHORIZED AGENT / ENGINEER

(A "Letter of Authorization" is required if different from #28)

Steve Kooyman

IS A LETTER OF

AUTHORIZATION ATTACHED?

☒ YES ☐ NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)

15140 TRANSISORE LANE Huntington Beach, CA 92649

E-MAIL ADDRESS

SKooyman@interwestgrp.com

PHONE NUMBER

530-318-1566

FAX NUMBER

N/A

30. NAME OF BILLING CONTACT (Same as #28 ☒ Same as #29 ☐)

BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*

32. PRINT OR TYPE NAME

33. TITLE

PROJECT MANAGER

34. DATE

9/10/19

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

- | DIST. | COUNTY | ROUTE | POST MILES
TOTAL PROJECT | SHEET NO. |
|-------|--------|-------|-----------------------------|-----------|
| 12 | Oru | 73 | 25.7/28.0 | 82 |
- James Van Buren* 02-28-14
 REGISTERED ELECTRICAL ENGINEER DATE
- 03-24-14
 PLANS APPROVAL DATE
0. V. TPLON
 No. E 13983
 Exp. 3/30/14
 PENNSYLVANIA

PHASE DIAGRAM

δEP $\delta \text{E} \leftarrow$ δI	δGP δG δZ δZP	δA
---	--	-------------------

PWENT SCHEDULE

EXIST SIGNAL	APS PPB	LED LUMINAIRE	IISNS
MTG	Ø	ARROW	
SP-1-T	6	ROADWAY 2	
SP-1-T	2	ROADWAY 2	
SP-1-T	2	ROADWAY 2	BEAT ST
SP-1-T	6	ROADWAY 2	

MODIFY SIGNAL AND LIGHTING

ABBREVIATION: (THIS SHEET)

APS - ACCESSIBLE PEDESTRIAN SIGNAL

LEGEND: (THIS SHEET)

- 11 EXISTING DEPARTMENT FURNISHED MODEL 170 CONTROLLER
WITH VOLT 332 CABINET AND BBS.
- 12 EXISTING 120/240 V. METEORED SERVICE, TYPE III-BF SERVICE
EQUIPMENT ENCLOSURE. INSTALL 2-15 A, 120 V, 1P, CB (IISHS, P
AND 1/2" V PLG.
- 13 RE EXISTING PULL BOX. INSTALL PULL BOX.
- 14 INSTALL TYPE 1 (PEDESTRIAN HARRICAN) CONT. **AS BUILT**
2-SIGN H-3 BACK TO BACK. CONTRACT NO. 12-0-034
DATE SUB. 12-12-61

2-INSTALL TYPE 1 PEDESTRIAN HARRICANE WITH
2-SIGN HQ-3 BACK TO BACK.

**MODIFY SIGNAL AND LIGHTING
(LOCATION 1)**
SCALE: 1" = 20'

APPROVED FOR ELECTRICAL WORK ONLY

UN- 3024

PROJECT NUMBER & PHASE

12030201761

NOTE: (THIS SHEET)

- FOR ACCURATE RIGHT-OF-WAY DATA, CONTACT THE RIGHT-OF-WAY ENGINEERING AT THE DISTRICT OFFICE.
- PROVIDE A MINIMUM CLEARANCE OF 36' FROM BACK OF CURB TO FACE OF FIXED OBJECTS INSIDE CURB RETURNS AND NEAR DRIVEWAYS; A MINIMUM CLEARANCE OF 18' ELSEWHERE.
- MAINTAIN A MINIMUM CLEARANCE OF 48' - OR HALKWAY.
- INSTALL PPB WITHIN 5' OF CROSSWALK.

PHASE DIAGRAM

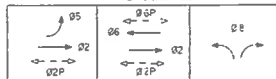


EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

CONDUCTOR AND CONDUIT SCHEDULE

CONDUCTOR	CONDUIT	1	2	3	4	5	6	7
12CSC	VEHICLE SIGNALS	1	2	1	4	7		
12CSC	VEHICLE SIGNALS	1	1	1	2	4		
#6	SERVICE							
#10	ILLUMINATE	2		2	2	2		
#12	ILLUMINATE							
DLC	05 DETECTION	2				2		
	05 DETECTION	1				3		
	08 DETECTOR							
	08 DETECTOR		3			3		
12 PAIRS #19	INTERCONNECT CABLE							
CONDUIT SIZE		1 1/2"	3"	2"	4"	2-4"	2"	

ALL EXISTING CONDUCTORS. INSTALL NEW CONDUCTORS, UNLESS OTHERWISE NOTED.
INSTALL NEW CONDUIT, UNLESS OTHERWISE NOTED.

03-24-4
PLANS APPROVAL DATE

REGISTERED ELECTRICAL ENGINEER DATE

REGISTERED ELECTRICAL ENGINEER DATE

REGISTERED ELECTRICAL ENGINEER DATE

AS BUILT
CONTRACT NO. 12-000344
C.E.A. DATE 12/22/15
E.L. NAME: PETER SHILIN

Exist 1 1/2" C, 12 PAIRS #19 SIC, 2 dlc
RQ 12 PAIRS #19 SIC, 2 dlc
INSTALL 12 PAIRS #19 SIC, 2 dlc

Exist 1 1/2" C, 12 PAIRS #19 SIC
RQ 12 PAIRS #19 SIC
INSTALL 12 PAIRS #19 SIC

Exist 1 1/2" C, 3 dlc
RQ 3 dlc. INSTALL 3 dlc

Approx 200' TO LIMIT LINE

Approx 200' TO LIMIT LINE

Exist 1 1/2" C, 2 dlc
RQ 2 dlc. INSTALL 2 dlc

Exist 1 1/2" C, 3 dlc
RQ 3 dlc. INSTALL 3 dlc

Exist 2" C, 2#8, 2#10
RQ 2#8, 2#10. INSTALL 2#8, 2#10, 2#12

Exist 1 1/2" C, 12 PAIRS #19 SIC
RQ 12 PAIRS #19 SIC
INSTALL 12 PAIRS #19 SIC

ABBREVIATION

APS - ACCESSIBLE PEDESTRIAN SIGNAL

LEGEND: (THIS SHEET)

- EXISTING DEPARTMENT-FURNISHED MODEL 170 CONTROLLER WITH MODEL 33P CABINET AND RMS.
- EXISTING 120/240 V, METERED SERVICE, TYPE JI-BF SERVICE EQUIPMENT ENCLOSURE. INSTALL 2-15 A, 120 V, 1P, CB (IISNS, PEC) AND TYPE V PFC.
- RQ EXISTING PL-BOX. INSTALL PULL BOX.
- INSTALL TYPE 1 PEDESTRIAN BARRICADE WITH 2-SIGN R9-3 BACK TO BACK.
- SEE SHEET E-3 FOR FOUNDATION DETAIL.

STANDARD AND EQUIPMENT SCHEDULE

STANDARD	TYPE	SWA	LMA	VEH SIG MTG	POLE	PED SIGNAL	MTG	APS PPB	LED LUMINAIRE	IISNS
(A)	24A-4-100	35'	12'	SV-1-T	TV-1-T	SP-1-T	2	2	ROADWAY 2	
(B)	1-A			SV-1-T	TV-1-T	SP-1-T	2	2	ROADWAY 2	
(C)	21TS		12'	SV-1-T	TV-1-T	SP-1-T	2	2	ROADWAY 2	
(D)	19A-3-100	30'	12'	SV-2-TA	TV-2-TA	SP-1-T	6	6	ROADWAY 2	
(E)	19A-3-100	20'	12'	SV-1-T	TV-1-T	SP-1-T	2	2	ROADWAY 2	BEAR ST
(F)	21TS		12'	SV-2-TA	TV-2-TA	SP-1-T	6	6	ROADWAY 2	

MODIFY SIGNAL AND LIGHTING (LOCATION 2)
SCALE: 1" = 20'

APPROVED FOR ELECTRICAL WORK ONLY

UNIT 3024

PROJECT NUMBER & PHASE

1200320176

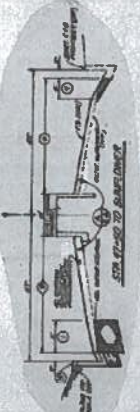
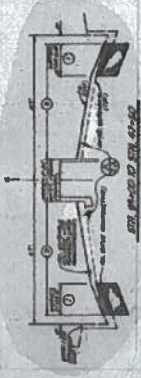
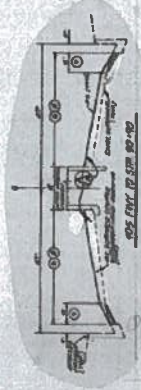
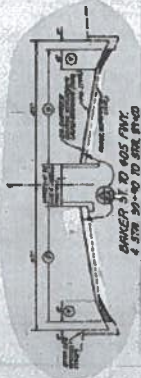
SECTION “G”

APPENDIX “D”

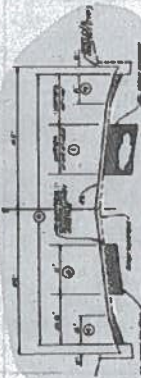
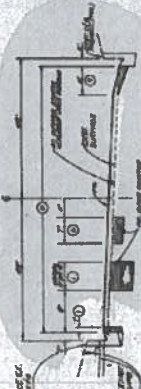
CITY “AS-BUILT” DRAWINGS

TYPICAL SECTIONS NOT TO SCALE

BRISTOL STREET



BEAR STREET



SUNFLOWER AVENUE





AC OCEAN SURVEY ENGINEERING CO. LONDON, ENGLAND

ADJUST KNOBS FROM END TO END,
ADJUST WATER VALVE UNDER ENGINE.
ADJUST WATER INLET BOLT TO SPARK.
EXISTING HOODWIND TO BE ADJUSTED TO SPARK BY OPENING
EXISTING HOODWIND FOR THE INTAKE OF THE
ENGINE.
PROTECT EXISTING HOODWIND IN PLACE.
REMOVE EXISTING "HORN" CONNECTION FOR PUMP.
BURN OUT OF A "T" TUBE WITH A NEW STEEL PIPE FOR THE
CONNECTION OF THE HOODWIND.
DIRECT EXISTING PUMPING LINE TO THE HOODWIND IN PLACE
AND EXISTING HOODWIND TO THE HOODWIND IN PLACE.

[illegible][illegible]

STREET REHABILITATION PLAN
BRISTOL STREET
FROM BAKER STREET TO STA. 88
CITY OF COSTA MESA
DEPARTMENT OF PUBLIC WORKS / ENGINEERING

NR
COMM-FEDERAL INC.
1000 W. 10th St., Suite 100
Tulsa, Oklahoma 74103
(918) 582-0000

EXISTING INFORMATION FOR THE BENEFIT OF THE
ORGANIZATION.

[illegible]

1. REPAIR EXISTING PAVEMENT SECTION AND CONSTRUCT 1.30' AC BASE COURSE OVER COMPACTED EXISTING BASECOURSE.

2. REMOVE EXISTING CURB AND ENTER THE CONSTRUCTION TYPE C-4 FOR CURB AND UTILITY FROM 610 TO 372'. REMOVE AND REPLACE DRAINAGE DITCHES FROM 372' TO 610' WITH 12" DRAINAGE DITCHES. CONSTRUCT SECTION CALLED FOR IN CONTRACT ITEM NOTE 2. SIMILAR TO SECTION 13 IN SHEET 2.

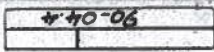
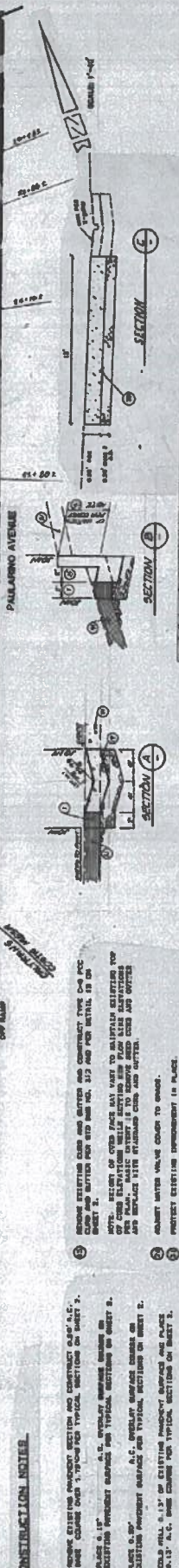
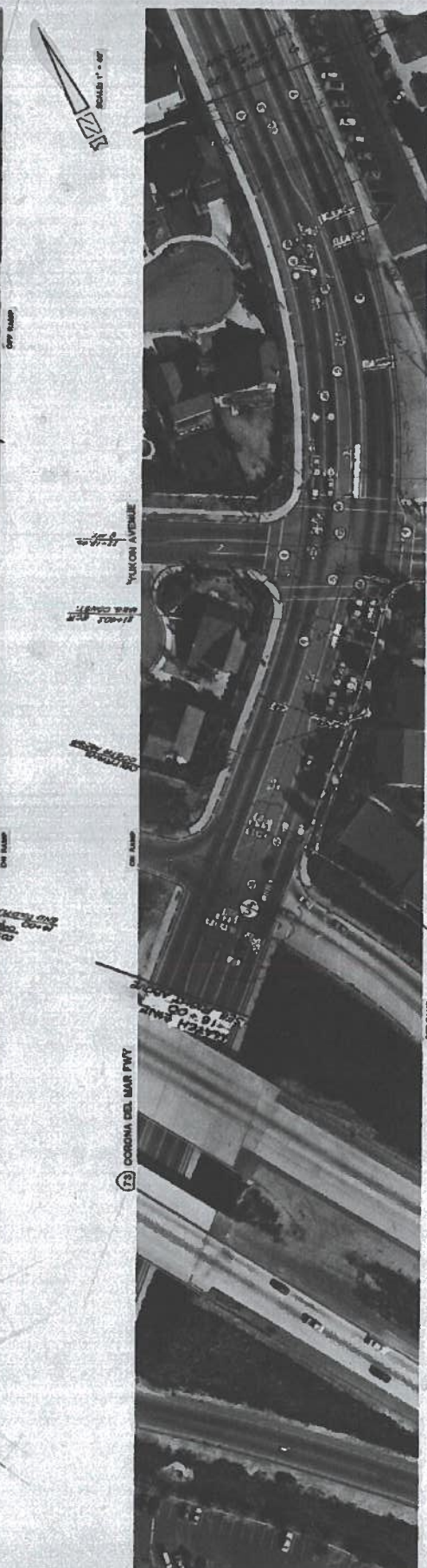
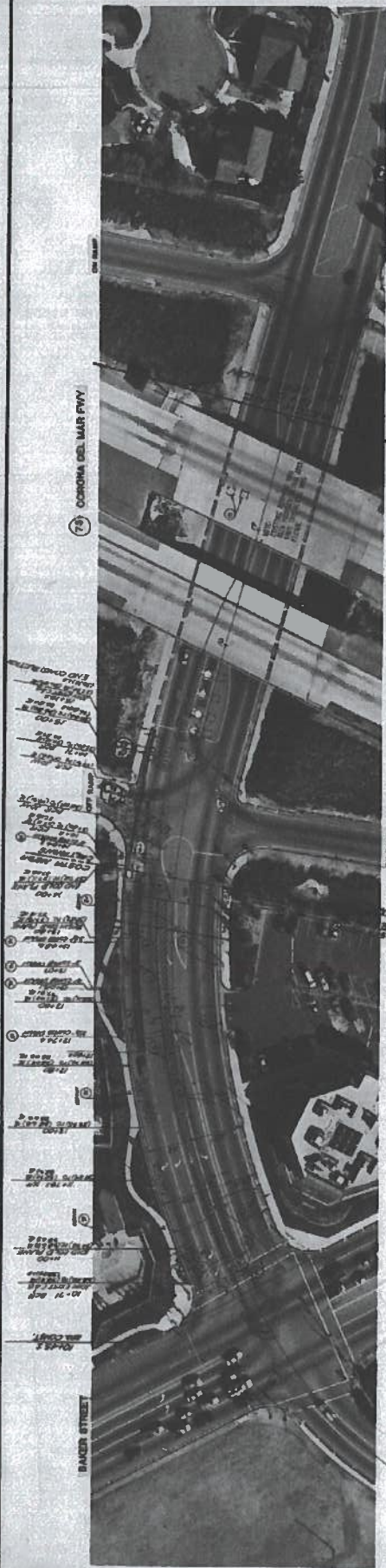


EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

90-043

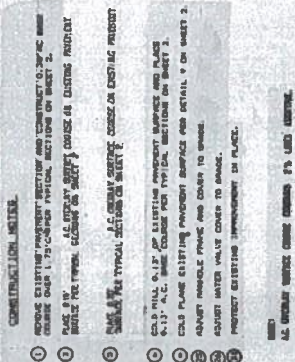



CONSTRUCTION NOTES

- REMOVE EXISTING PAVEMENT SECTION AND CONTRACT 1.25' A.C. BASE COURSE OVER 1.75' PER TYPICAL SECTION ON SHEET 2.
- GRADE 0.15' EXISTING PAVEMENT SURFACE AND TYPICAL SECTION ON SHEET 2.
- GRADE 0.15' EXISTING PAVEMENT SURFACE AND TYPICAL SECTION ON SHEET 2.
- GRADE 0.15' EXISTING PAVEMENT SURFACE AND TYPICAL SECTION ON SHEET 2.
- GRADE 0.15' EXISTING PAVEMENT SURFACE AND TYPICAL SECTION ON SHEET 2.
- GRADE 0.15' EXISTING PAVEMENT SURFACE AND TYPICAL SECTION ON SHEET 2.
- GRADE 0.15' EXISTING PAVEMENT SURFACE AND TYPICAL SECTION ON SHEET 2.
- GRADE 0.15' EXISTING PAVEMENT SURFACE AND TYPICAL SECTION ON SHEET 2.
- GRADE 0.15' EXISTING PAVEMENT SURFACE AND TYPICAL SECTION ON SHEET 2.
- GRADE 0.15' EXISTING PAVEMENT SURFACE AND TYPICAL SECTION ON SHEET 2.

STREET RENOVATION PLAN
BEAR STREET
FROM BAKER STREET TO STA. 28+00
CITY OF COSTA MESA
DEPARTMENT OF PUBLIC WORKS / ENGINEERING SECTION

90-043
SHEET 35
DATE 10-01-97






R. R. ENGINEERING & CONSTRUCTION, INC.
 ENGINEERS AND ARCHITECTS
 6745 Highway 40
 Houston, Texas 77057

MEMBER OF AEC-CO

REGISTERED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 No. 10420



CITY OF COSTA MESA
 DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION

STREET REHABILITATION PLAN

BEAR STREET

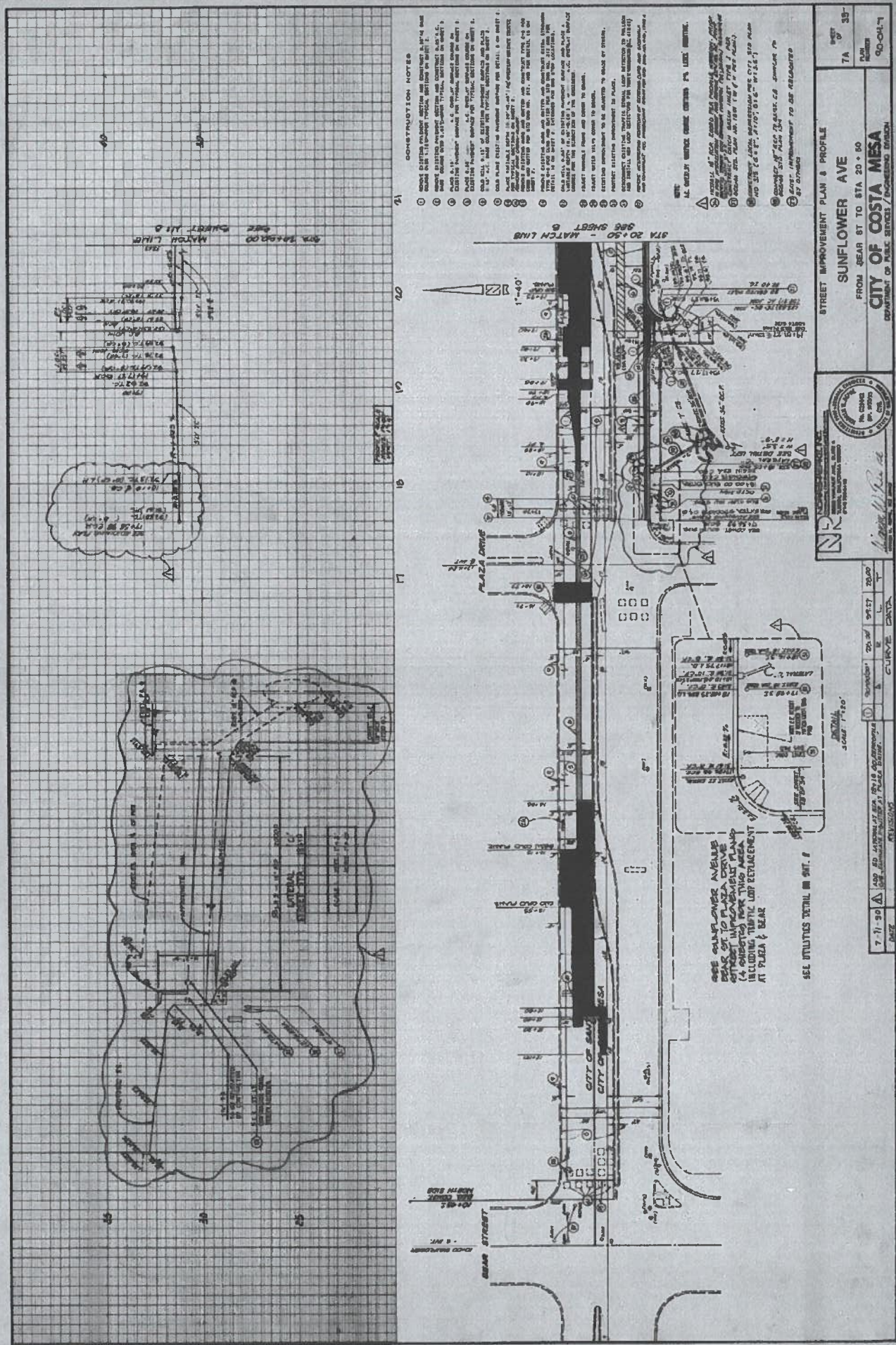
FROM STA. 88+40 TO 406 FWP

DATE: 08-16-88

BY: [Signature]

DATE: 08-16-88

BY: [Signature]



90-047

STREET IMPROVEMENT PLAN & PROFILE
SUNFLOWER AVE
FROM BEAR ST TO STA 20+50
CITY OF COSTA MESA
DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION

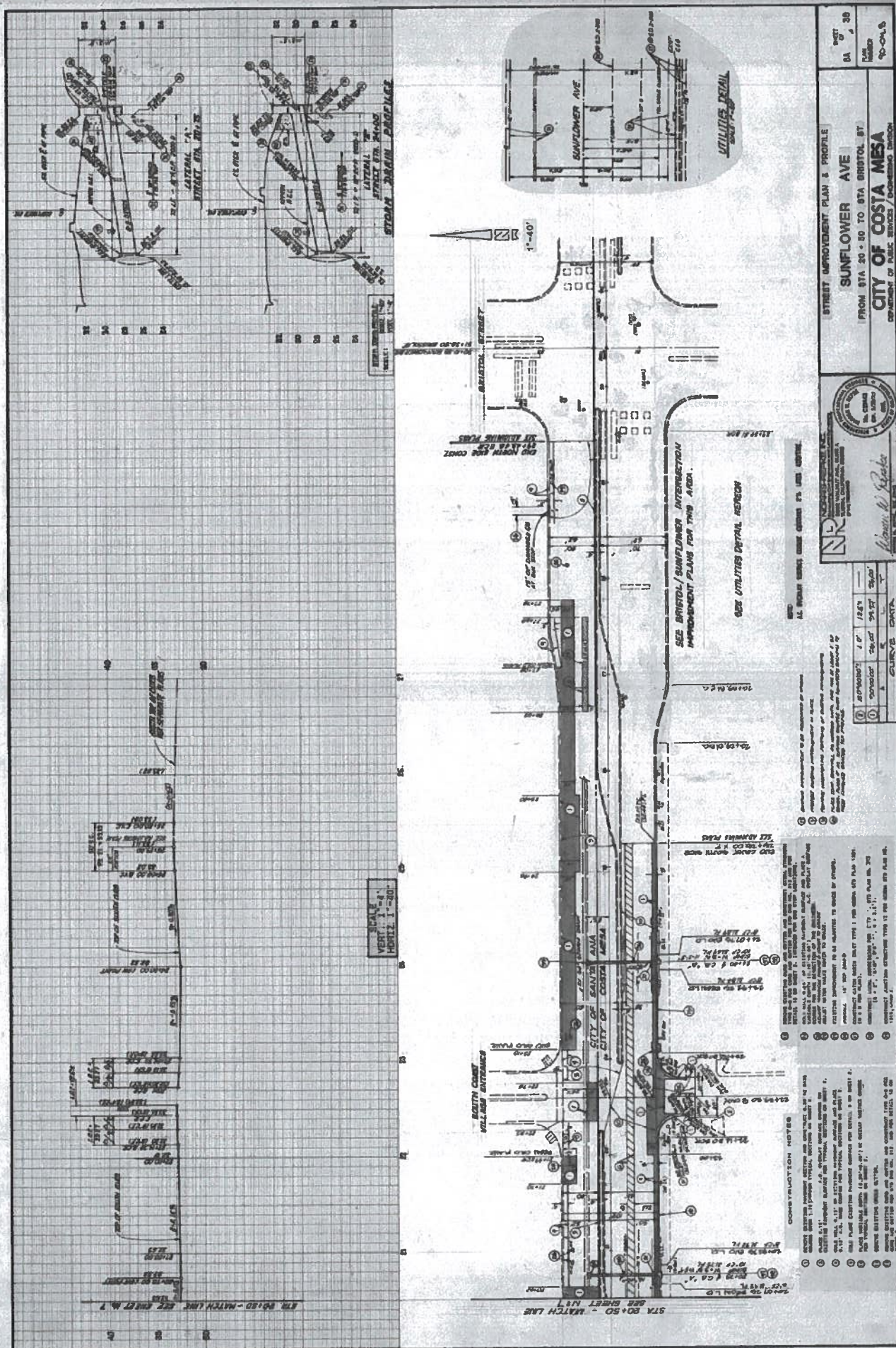
SCALE
PLAN: 1" = 40'
PROFILE: 1" = 10'

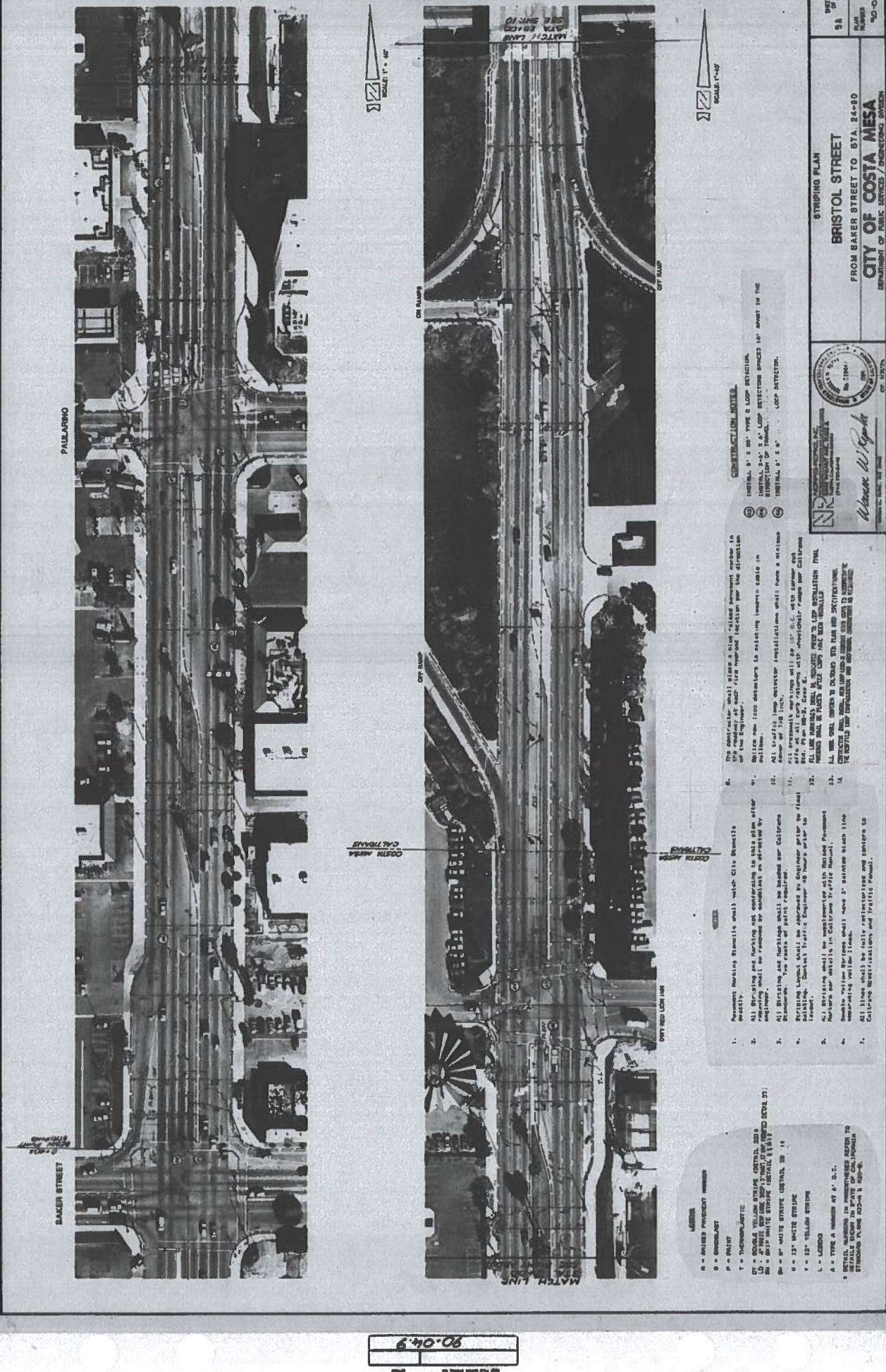
DATE
7-11-90

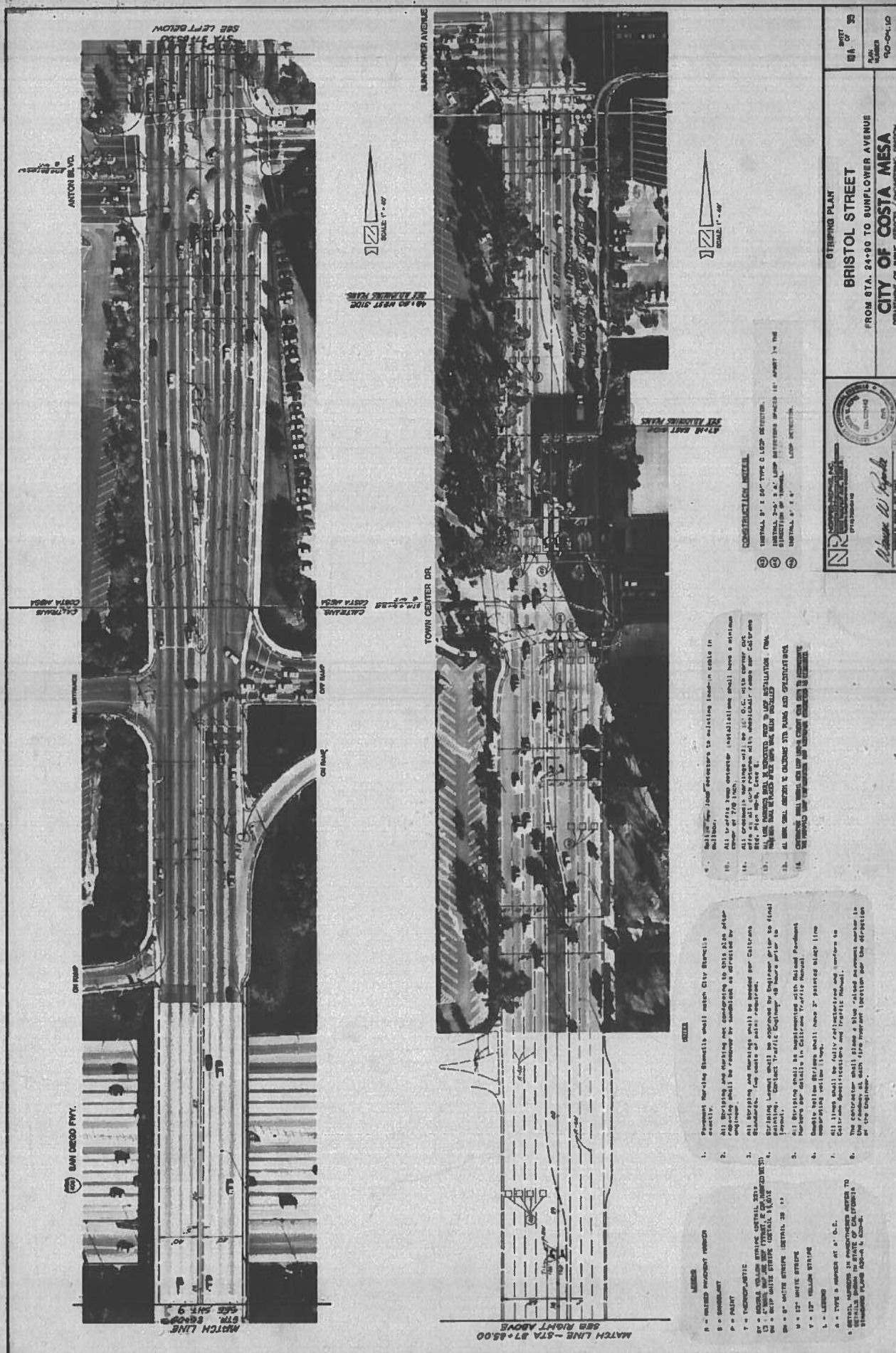
BY
[Signature]

CHECKED
[Signature]

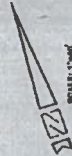
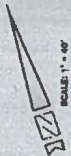
APPROVED
[Signature]







11-40-06

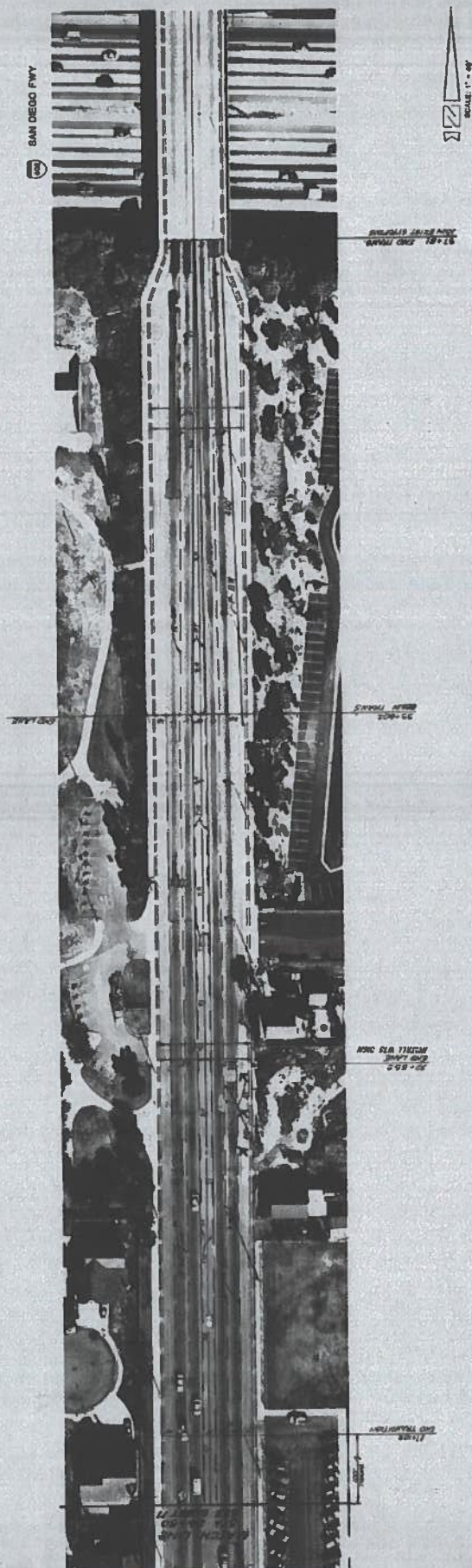


- CONSTRUCTION NOTES

12. PROTECT EXISTING TRAFFIC LOOP DETECTORS.
13. INSTALL 6' x 90' TYPE C LOOP DETECTOR.
14. INSTALL TWO 6' x 8' LOOP DETECTORS SPACED 10' APART IN THE DIRECTION OF TRAVEL.
15. INSTALL 6' x 8' LOOP DETECTOR
16. INSTALL FOUR 6' x 8' LOOP DETECTORS SPACED 10' APART IN THE DIRECTION OF TRAVEL.

[illegible]

STRIKING PLAN
BEAR STREET
FROM BAKER STREET TO STA. 26+50
CITY OF COSTA MESA
DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION



NOTES

- [illegible]

1000

- [illegible]

CHART 1

A - TYPE A NUMBER AT 6' 0".
ON A ROAD MARK LEFT ROAD

STANDARD FORM NO. 100-10

1

100

NR NORTH RUPKE, INC.
1800 WALNUT AVE., SUITE A
TUSTAL, CALIFORNIA 92680
No. C13448
ALBINO W. FAYE

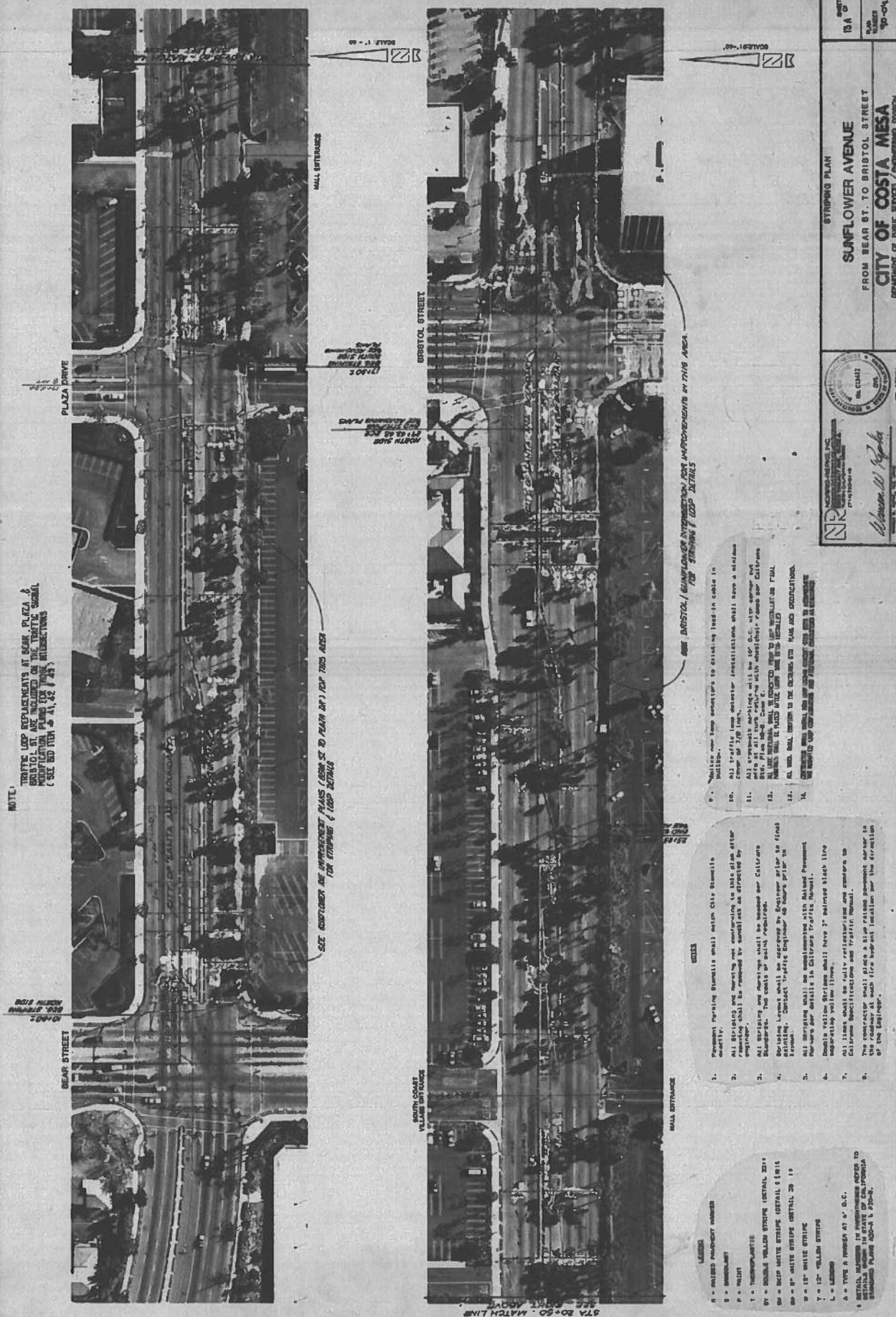
STRIPING PLAN
BEAR STREET

FROM STA. 20+50 TO 405 FWY
CITY OF COSTA MESA
DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION

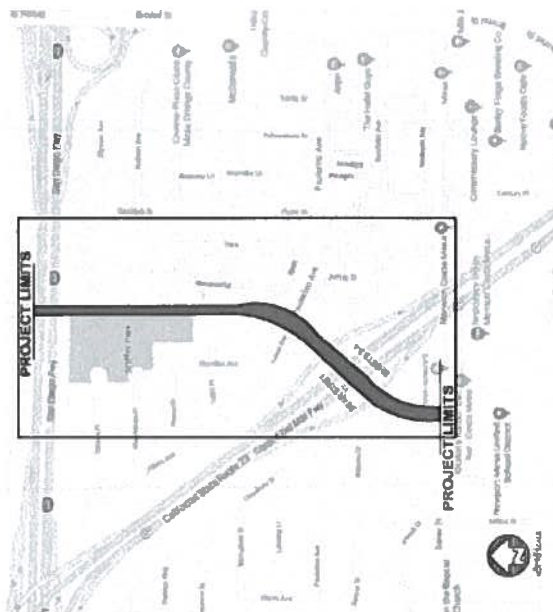
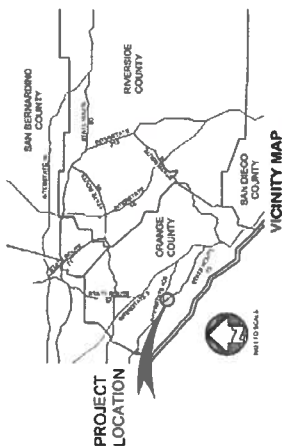
12 A OF 33
PLAN RELEASED
95-0412

CI 40-06

1998 2000 2002 2004 2006 2008 2010 2012 2014 2016 2018 2020



**CITY OF COSTA MESA
ROAD REHABILITATION PROJECT
BEAR STREET IMPROVEMENTS - I-405 FREEWAY
TO BAKER STREET CAPITAL IMPROVEMENT
PROJECT NO. 20-14**



INDEX MAP

INDEX MAP

UNITES

- ATA?
align = ad-w
Character
County Maps
District (Cous
Mesa Water
Metro Water
of So Cal
School bus

- [illegible]

11

GENERAL NOTE \$:

- [illegible]

NOTE:

CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES, CITY OF SANTA ANA, AND THE COUNTY OF ORANGE 48 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION.

PRIVATE EMPLOYERS NOTICE TO CONTRACTORS

- [illegible]



UNDERGROUND SERVICE ALERT	install and service the pump for underground by this city	ENGINEER
---------------------------	---	----------

INDEX OF SHEETS:

SHEET No.
1
2
3-4
5-14
15-16

ON JUNE
ON JUNE

As noted

M	Age	Gender	Y
---	-----	--------	---

1

Mar. 2015RCE[illegible]

1

PRACTICE



AD

--	--

11. The following table shows the results of a survey of 100 people who were asked to rate their satisfaction with their current job. The table shows the number of people who rated their satisfaction as 'Very Satisfied', 'Satisfied', 'Dissatisfied', or 'Very Dissatisfied' for each of the four job categories: 'Software Development', 'Product Management', 'Marketing', and 'Sales'. The table also shows the total number of people who rated their satisfaction as 'Very Satisfied' or 'Satisfied' for each job category.

1ENGINEER

2

As with our choice

14. *What is the purpose of the study?*

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

URG SERVICE ALERT

LINDA F. RYAN, D.D.

1

100

EXIST. C&G ①
EXIST. SUBWAY ②
EXIST. SUBWAY ③

EXIST. C&G ④
EXIST. SUBWAY ⑤
EXIST. SUBWAY ⑥

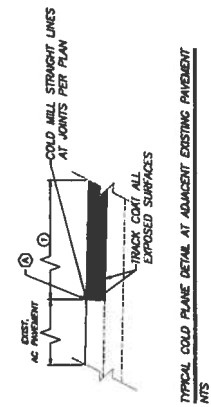
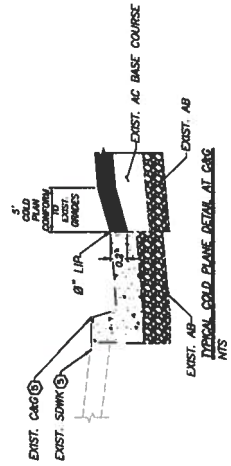
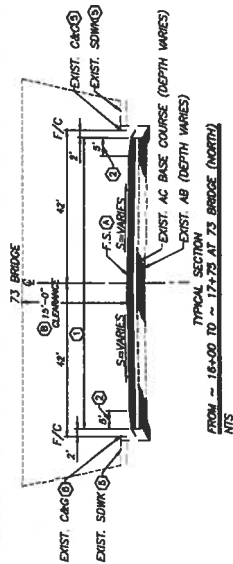
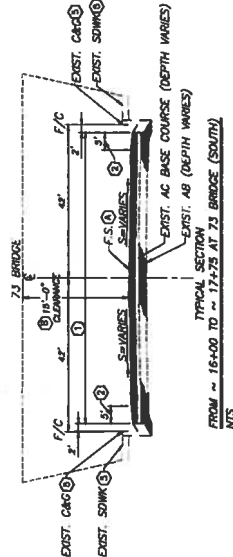
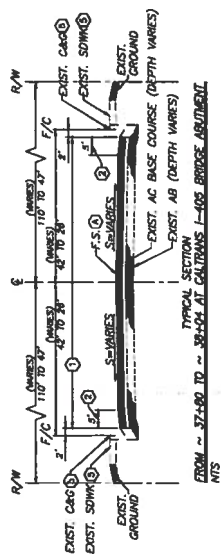
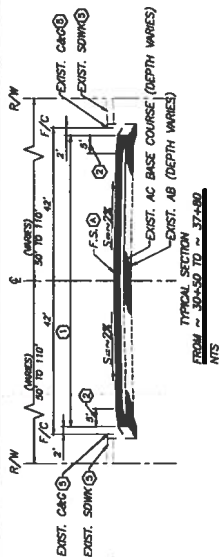
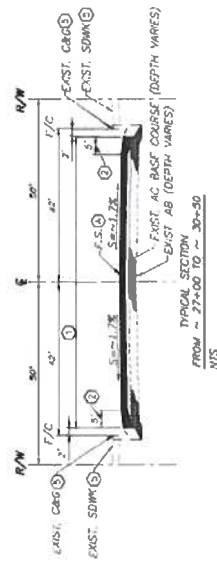
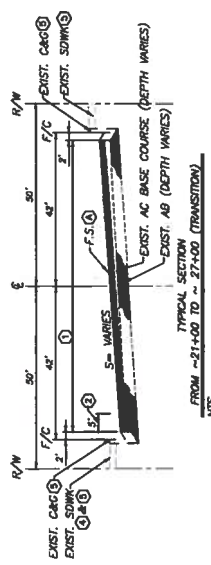
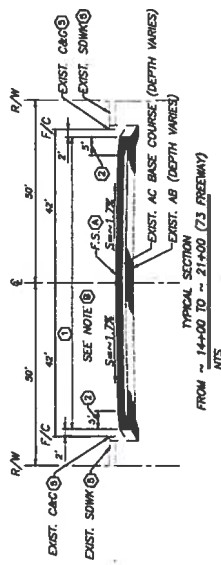
50' 42' 2'

F/C F/C

S

F.S. (A)

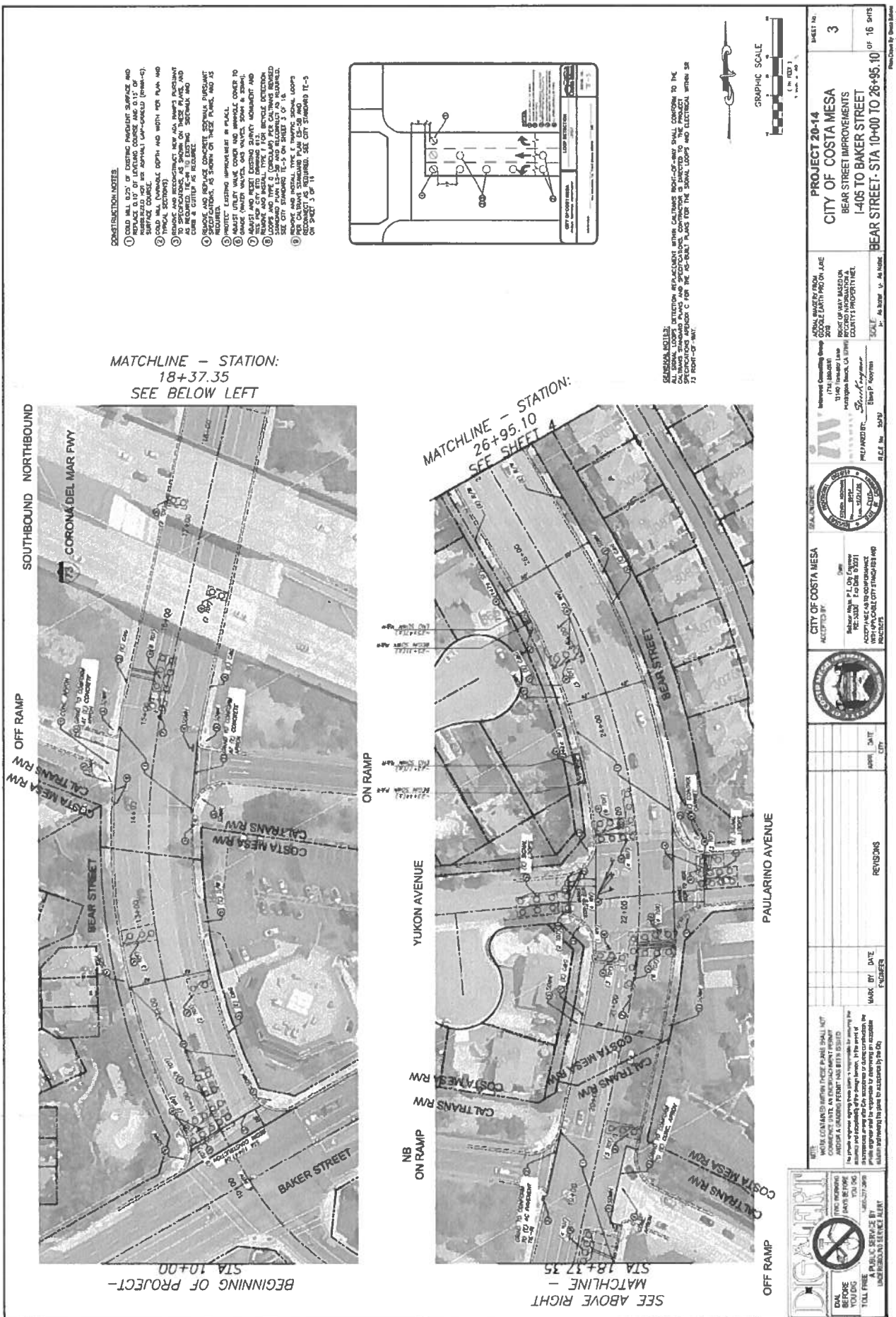
TYPICAL SECTION
FROM BAKER STREET TO -14+00
NTS



- [illegible]

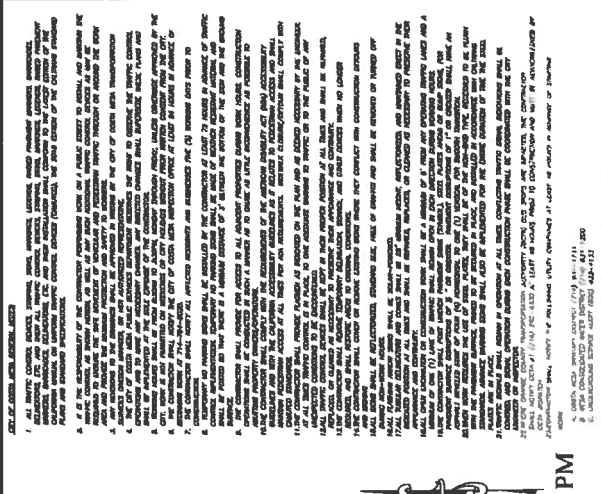
<div>DATE BEFORE YOU DIG</div> <div>TOLL FREE 800-455-7260</div> <div>CALL FREE PUBLIC SERVICE 911</div> <div>UNDEGRADED SERVICE ALERT</div>		WORK CONTAINED WITHIN THESE PLANS SHALL NOT BE COMBINED UNTIL AN ENGINEERMENT PERMIT HAS BEEN OBTAINED FROM THE CITY OF COSTA MESA. THE PROVIDER HAS NOT BEEN RESPONSIBLE FOR PROVIDING THE ACCURACY AND ADEQUACY OF THE DATA HEREIN. IN THE EVENT OF A DISCREPANCY BETWEEN THE DATA HEREIN AND THE RECORD DRAWINGS, THE RECORD DRAWINGS SHALL CONTROL. THE PROVIDER HAS NOT BEEN RESPONSIBLE FOR PROVIDING THE ACCURACY AND ADEQUACY OF THE DATA HEREIN. IN THE EVENT OF A DISCREPANCY BETWEEN THE DATA HEREIN AND THE RECORD DRAWINGS, THE RECORD DRAWINGS SHALL CONTROL.		WEEKS	DATE	ENGINEER	REVISIONS	APPROVAL	CITY	CITY OF COSTA MESA ACCEPTED BY _____ DATE _____		SEALED UNDER: 	INTEREST CONSULTING GROUP (714) 960-0288 10000 S. MAIN AVENUE SUITE 200 COSTA MESA, CA 92626 PREPARED BY: <i>David A. Smith</i> DATE: 1/1/2014 R.C.E. No. 10114	AERIAL MAPPING FROM GOOGLE EARTH PRO ON JUNE 20, 2013 FOR THE CITY OF COSTA MESA RECORD INFORMATION COUNTY'S PROPERTY FILE	PROJECT 20-14 CITY OF COSTA MESA BEAR STREET IMPROVEMENT 1-405 TO BAKER STREET		SHEET NO. 2 OF 18 SHEETS		BEAN STREET - TYPICAL SECTIONS & DETAILS	
--	--	---	--	-------	------	----------	-----------	----------	------	---	--	--	--	--	---	--	-----------------------------	--	--	--

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1



[illegible][illegible]

TRAFFIC DETOUR SEE SHEET 7 FOR DETOUR MAP



PHASE 1 TRAFFIC CONTROL HOURS
7:00 AM TO 8:30 AM TC SETUP, 8:30 AM TO 3:30 PM
OPERATIONS WEEKDAYS

SIMPLE TO UNDERSTAND DAYS PHASE - TIC

DAYS DAVING
DAYS STRIPING
DAYS LOOP DETECTOR

MATCHLINE A
SEE ABOVE LEFT

GRAPHIC SCALE

DIGALERT

NO MORE
TWO MORNING
DAYS BEFORE
YOU DIG

CALL FREE
1-800-273-3600

A PUBLIC SERVICE BY
IMPERIAL VALLEY SERVICE AUTHORITY

NOTE
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED

[illegible]

CITY OF COSTA MESA



INTERNET CONSULTING GROUP
(714) 859-0539
1810 Transcend Lane
Huntington Beach, CA 92648
the J
People's Journal

BENCHMARK
 Elsworth # MA
 Dutton # WA
 BENCHMARK # WA
 AERIAL IMAGERY FROM
 GOOGLE EARTH PREC. ON JUNE
 2018
 SCALE
 1 in. = 1 mi.

CITY OF
BEAR STREET RE
TEMPORARY TRA
PHASE 1 WEEK

CIP
COSTA MESA
REHABILITATION PROJECT
TRAFFIC CONTROL PLAN
DURING CONSTRUCTION

AN	OF 16 PAGES
5	SHEET NO.

Form Created By: Adam Peterson

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

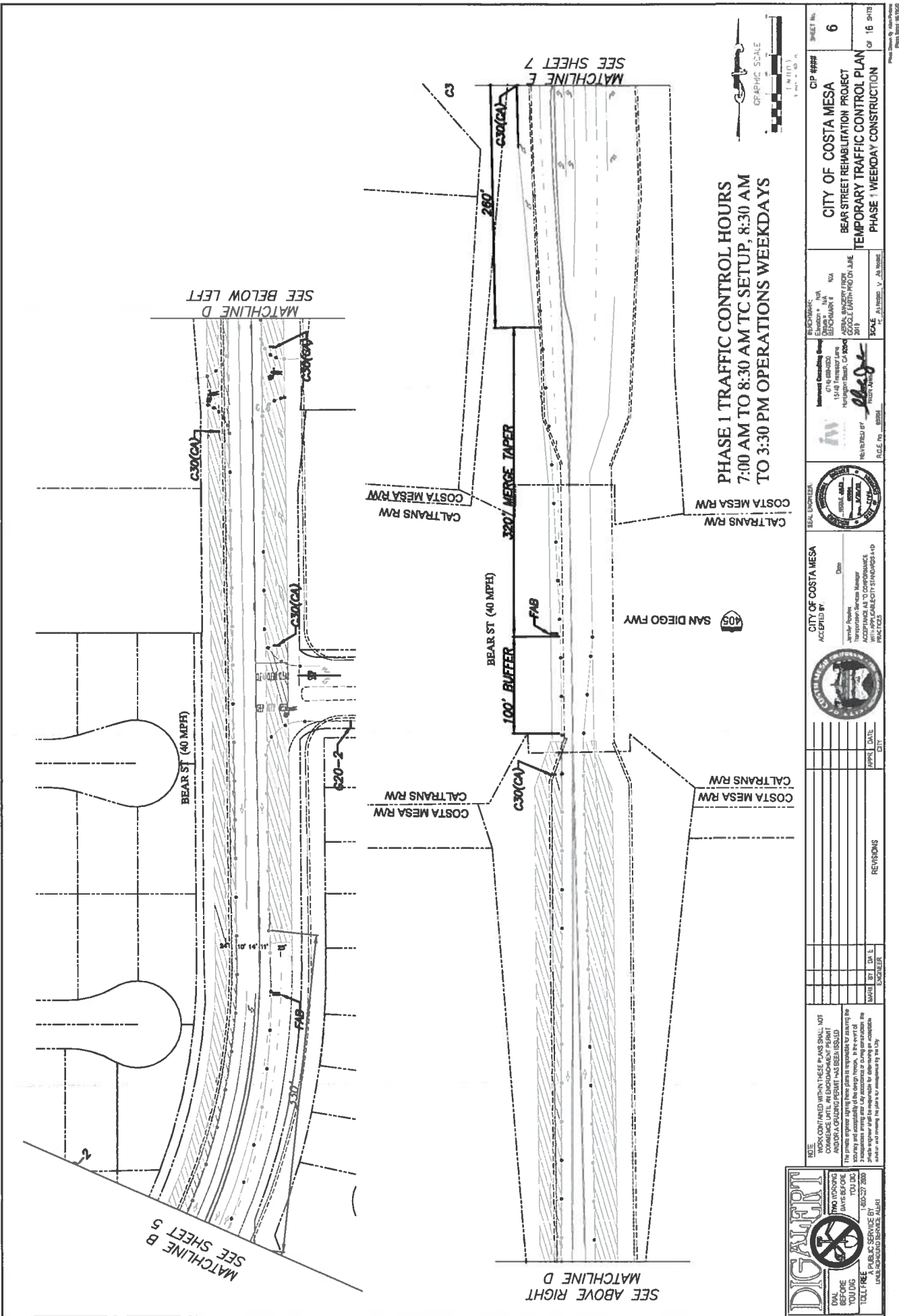


EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

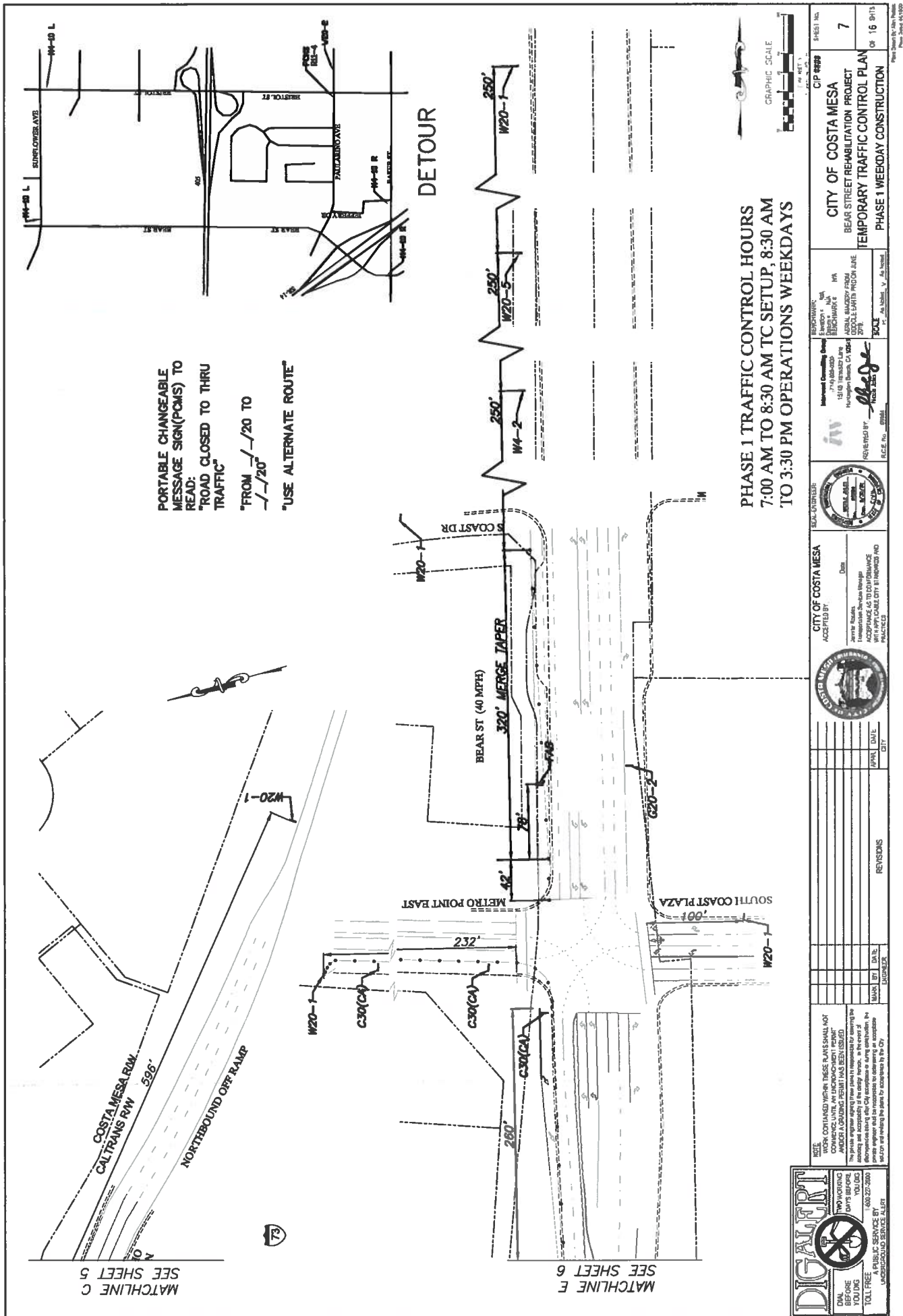


EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

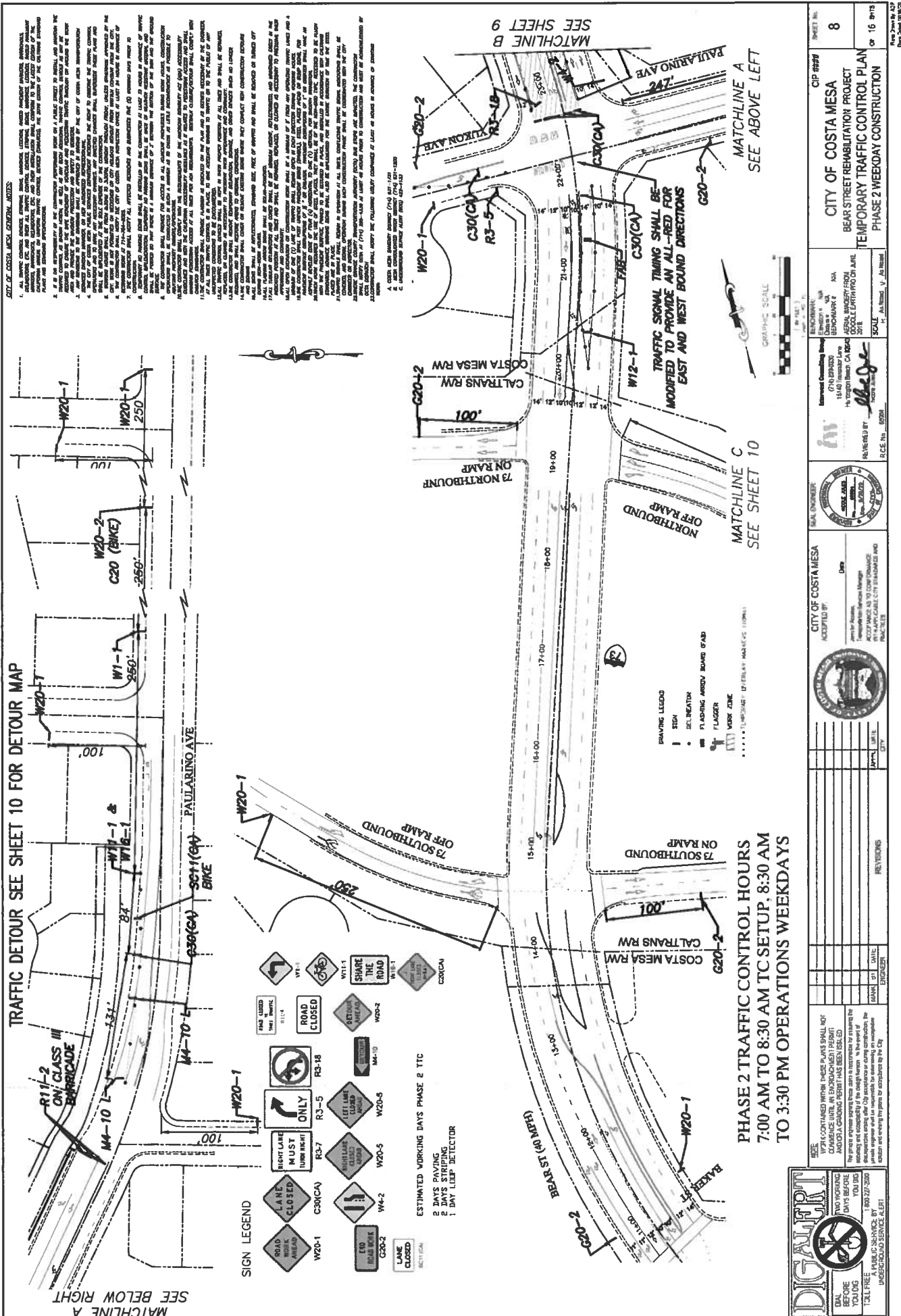
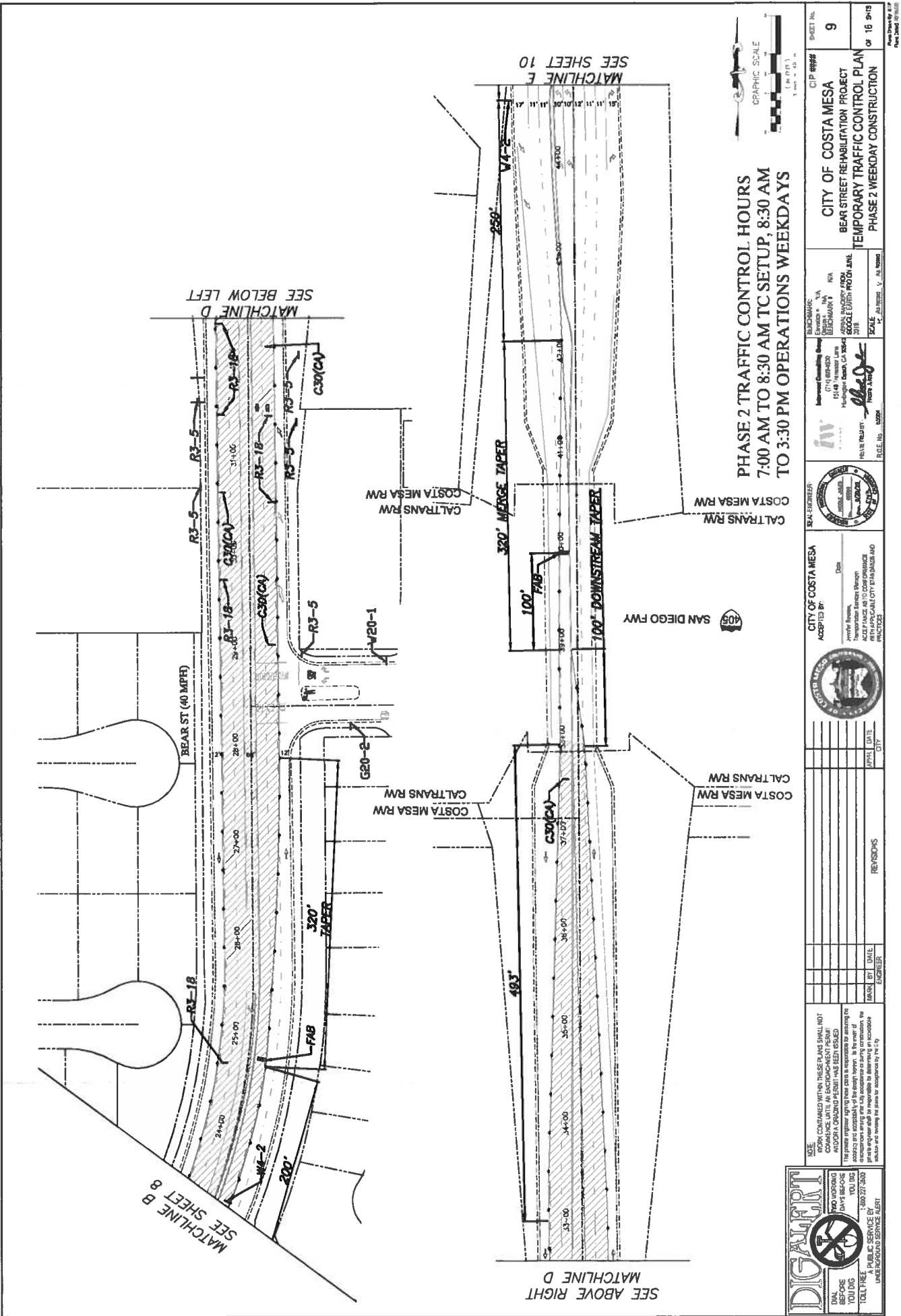


EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1



[illegible]

[illegible]

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

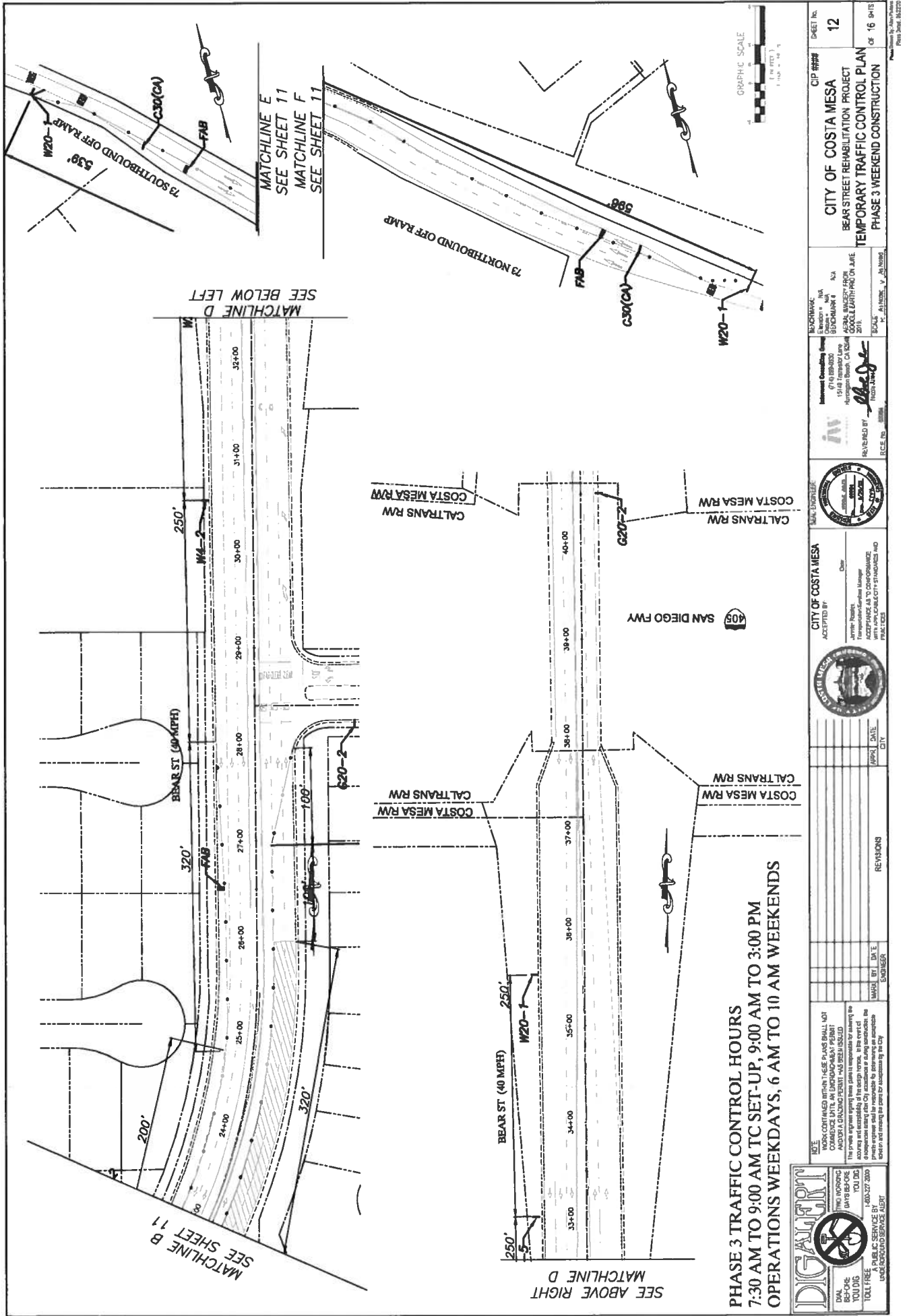


EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1

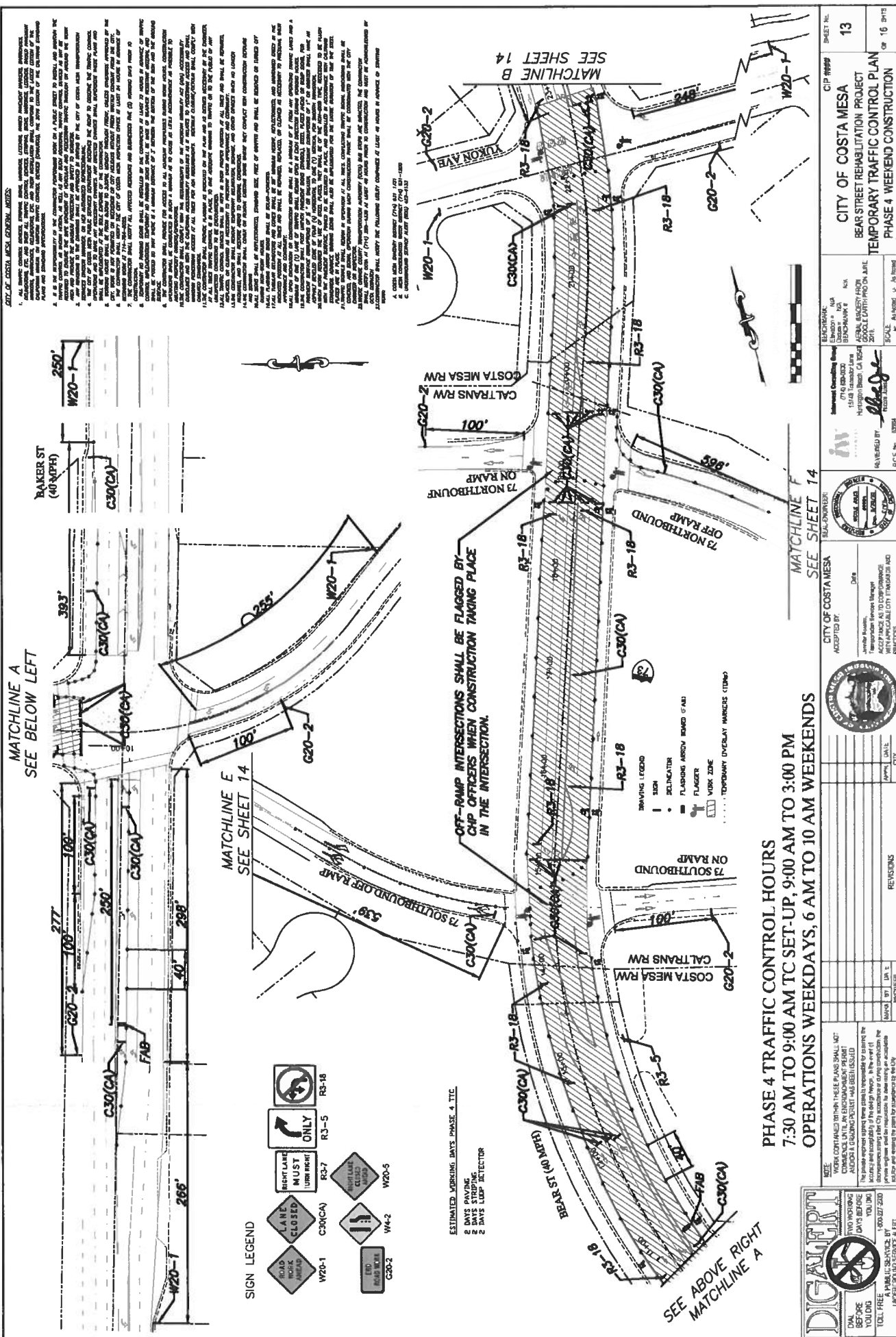
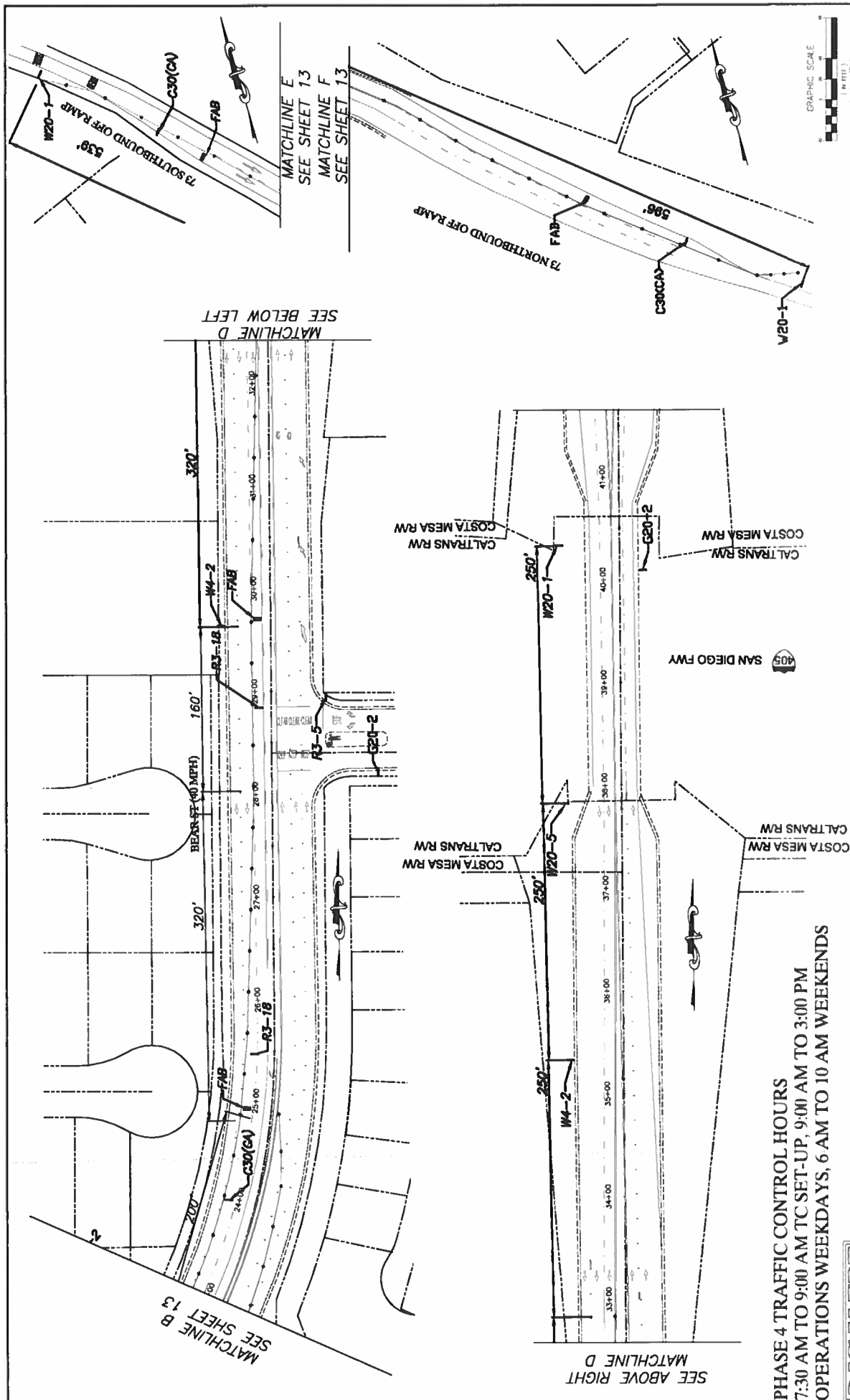
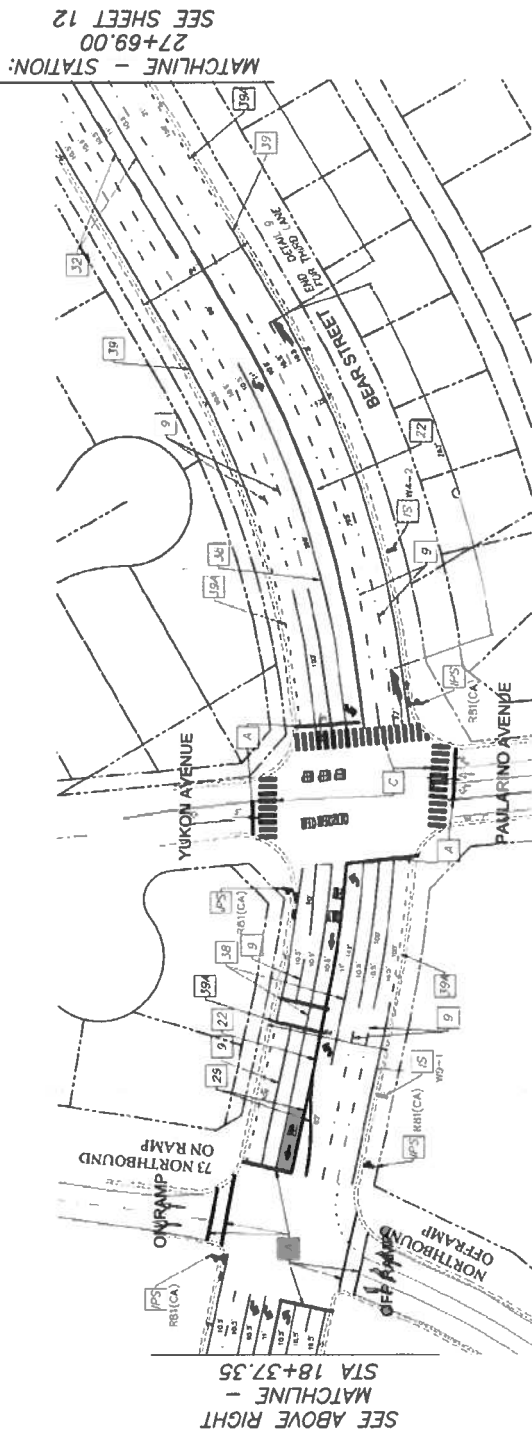
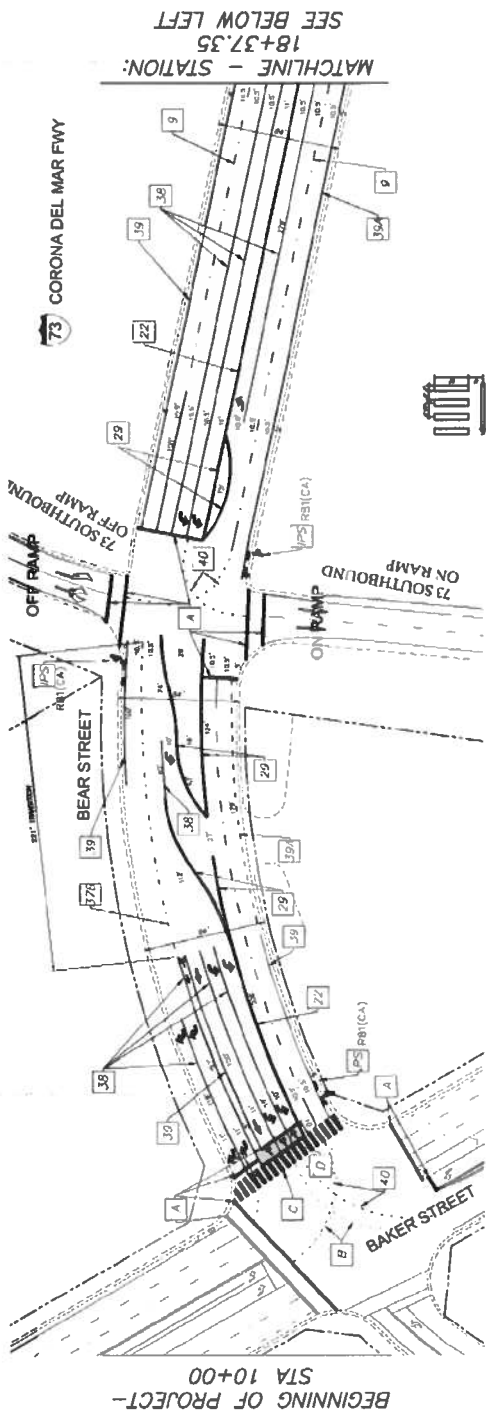


EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1



DIGITAL TOLL FREE 1-800-227-2000 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT		NOTE: WORK CONTINUED WITH THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCUMBRANCE PERMIT AND/OR A CHANGING PERMIT HAS BEEN ISSUED. The permit engineer signing these plans is responsible for ensuring the project complies with all applicable laws, rules, and regulations. The permit engineer shall be responsible for obtaining an acceptable solution and making the plans for acceptance by the City.	REVISIONS NO. DATE BY 1 01/15/11 JAL/LS 2 01/15/11 JAL/LS	SEAL/ENGINEER 	CITY OF COSTA MESA ACCEPTED BY LARK	SEAL/ENGINEER 	REVIEWED BY JAL/LS SCALE 1" = 40'	DESIGNED BY JAL/LS CHECKED BY JAL/LS DRAWN BY JAL/LS DATE 01/15/11	CIP #888 CITY OF COSTA MESA BEAR STREET REHABILITATION PROJECT TEMPORARY TRAFFIC CONTROL PLAN PHASE 4 WEEKEND CONSTRUCTION SHEET NO. 14 OF 16 SHEETS
--	--	---	--	-------------------	---	-------------------	--	---	--

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1









ALL STRIPING AND PAVEMENT MARKING DETAILS AND LAYOUTS SHALL CONFORM TO THE CURRENT STATE OF CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS AND THE STATE OF CALIFORNIA STANDARD PLANS, UNLESS OTHERWISE SPECIFIED.

ALL WORK WITHIN THE STATE'S ROW SHALL CONFORM TO THE REQUIREMENTS OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS AND STANDARD SPECIFICATIONS (2018).

REFRESH EXISTING STRIPING ON ADJACENT STREETS DAMAGED BY CONSTRUCTION.

15. INSTALL SIGN ON EXISTING STREET LIGHT POLE

- | | |
|---|--|
|  | INSTALL POST AND SIGN |
|  | INSTALL 12" WHITE LIMIT LINE/CROSSWALK |
|  | REMOVE EXISTING STRIPING |
|  | INSTALL CONTINENTAL STYLE CROSSWALK PER DETAIL A. |
|  | INSTALL GREEN BIKE BOX |
|  | INSTALL THERMOPLASTIC STRIPING PER CALTRANS STANDARD A20A, A20B, A20C, AND A20D DETAIL 9.22, 2B, 32, 36, 37B, 38, 39A. NOTED ON STRIPING PLAN. |

INSTALL TYPE VI ARROW PER CALTRANS STANDARD PLAN A24A

- INSTALL, KEEP CLEAR LEGEND PER CALTRANS STANDARD PLAN A24A WITH 12" WHITE LINES
- INSTALL SIGN ON EXISTING STREET LIGHT POLE
- INSTALL POST AND SIGN
- INSTALL SIGNAL AHEAD LEGEND PER CALTRANS STANDARD PLAN A24D
- INSTALL 4 LEGEND PER CALTRANS STANDARD PLAN A24C
- INSTALL TYPE IV ARROW PER CALTRANS STANDARD PLAN A24A
- INSTALL TYPE ARROW PER CALTRANS STANDARD PLAN A24A

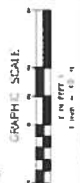
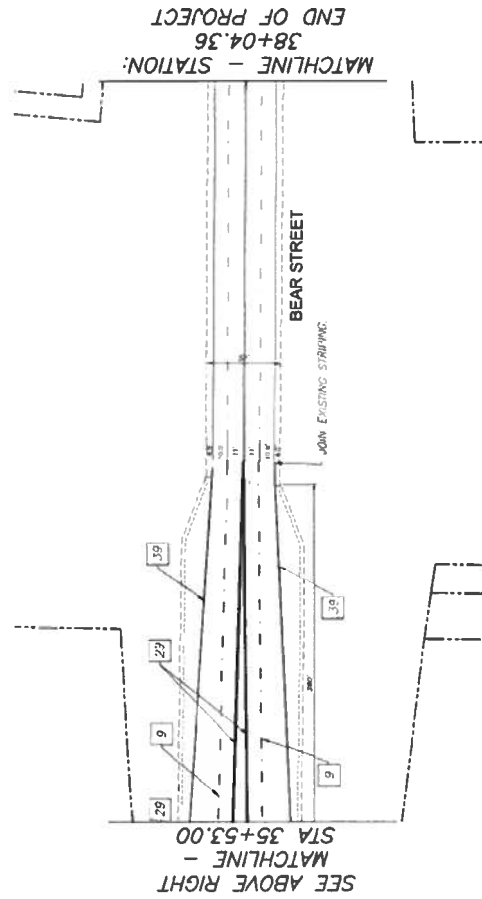
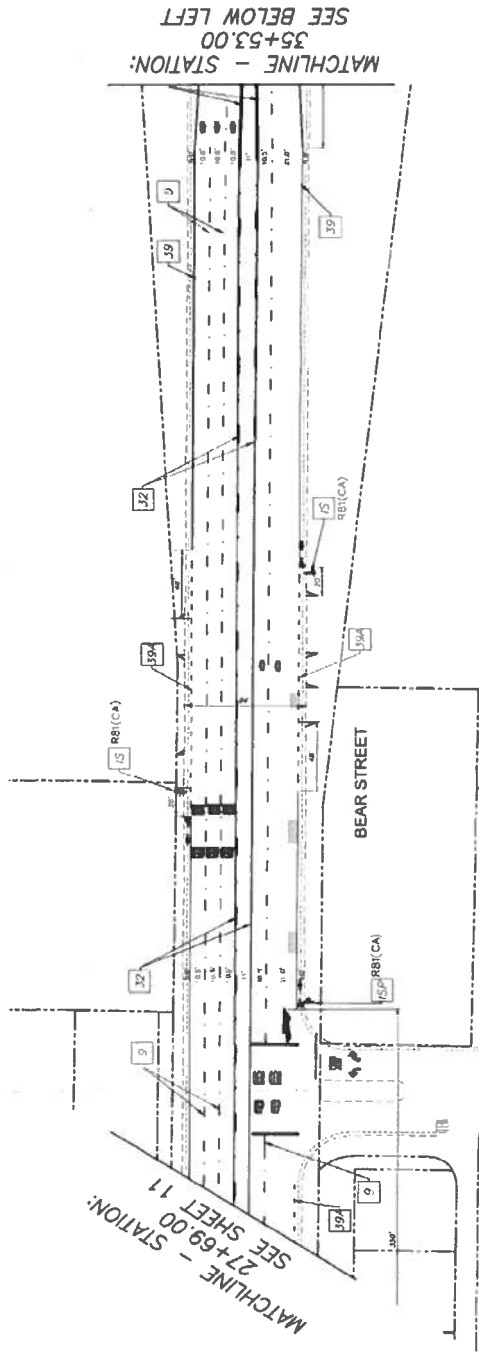
[illegible]

EXHIBIT B - BID PACKAGE / ADDENDUM NO. 1



GENERAL NOTES:

ALL STRIPING AND PAVEMENT MARKING DETAILS AND LAYOUTS SHALL CONFORM TO THE CURRENT STATE OF CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS AND THE STATE OF CALIFORNIA STANDARD PLANS, UNLESS OTHERWISE SPECIFIED.








ALL WORK WITHIN THE STATE'S RAW SHALL CONFORM TO THE REQUIREMENTS OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS AND STANDARD SPECIFICATIONS (2018)

REFRESH EXISTING STRIPING ON ADJACENT STREETS DAMAGED BY CONSTRUCTION.

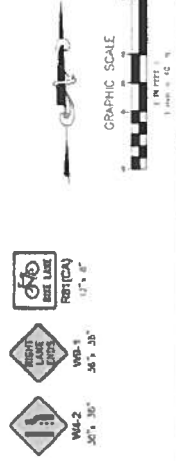
CONSTRUCTION NOTES:

- [5]** INSTALL SIGN ON EXISTING STREET LIGHT POLE
- [6]** INSTALL POST AND SIGN
- [7]** INSTALL 12" WHITE LIMIT LINE/CROSSWALK
- [8]** REMOVE EXISTING STRIPING
- [9]** INSTALL CONTINENTAL STYLE CROSSWALK PER PLAN
- [10]** INSTALL THERMOPLASTIC STRIPING PER CALTRANS A20A, A20B, A20C, OR A20D DETAIL. 0.22/20 32.38/30. NOTED ON STRIPING PLAN

LEGEND:

- | | |
|---|--|
|  | INSTALL TYPE VI ARROW PER CALTRANS STANDARD PLAN A242 |
|  | INSTALL BIKE LANE SYMBOL AND BIKE LANE ARROW PER CALTRANS STANDARD PLAN A242 AND A24C. |
|  | INSTALL KEEP CLEAR LEGEND PER CALTRANS STANDARD PLAN A242 WITH 1/2" WHITE LINES |
|  | INSTALL SIGN ON EXISTING STREET LIGHT POLE |
|  | INSTALL POST AND SIGN |
|  | INSTALL SIGNAL AHEAD LEGEND PER CALTRANS STANDARD PLAN A24D |
|  | INSTALL 4 LEGEND PER CALTRANS STANDARD PLAN A24C |

SIGNS TO BE INSTALLED



NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

REVISIONS

NO.	DATE	DESCRIPTION
1	01/01/2000	ISSUED FOR PERMIT
2	01/01/2000	ISSUED FOR PERMIT
3	01/01/2000	ISSUED FOR PERMIT
4	01/01/2000	ISSUED FOR PERMIT
5	01/01/2000	ISSUED FOR PERMIT
6	01/01/2000	ISSUED FOR PERMIT
7	01/01/2000	ISSUED FOR PERMIT
8	01/01/2000	ISSUED FOR PERMIT
9	01/01/2000	ISSUED FOR PERMIT
10	01/01/2000	ISSUED FOR PERMIT
11	01/01/2000	ISSUED FOR PERMIT
12	01/01/2000	ISSUED FOR PERMIT
13	01/01/2000	ISSUED FOR PERMIT
14	01/01/2000	ISSUED FOR PERMIT
15	01/01/2000	ISSUED FOR PERMIT
16	01/01/2000	ISSUED FOR PERMIT
17	01/01/2000	ISSUED FOR PERMIT
18	01/01/2000	ISSUED FOR PERMIT
19	01/01/2000	ISSUED FOR PERMIT
20	01/01/2000	ISSUED FOR PERMIT
21	01/01/2000	ISSUED FOR PERMIT
22	01/01/2000	ISSUED FOR PERMIT
23	01/01/2000	ISSUED FOR PERMIT
24	01/01/2000	ISSUED FOR PERMIT
25	01/01/2000	ISSUED FOR PERMIT
26	01/01/2000	ISSUED FOR PERMIT
27	01/01/2000	ISSUED FOR PERMIT
28	01/01/2000	ISSUED FOR PERMIT
29	01/01/2000	ISSUED FOR PERMIT
30	01/01/2000	ISSUED FOR PERMIT
31	01/01/2000	ISSUED FOR PERMIT
32	01/01/2000	ISSUED FOR PERMIT
33	01/01/2000	ISSUED FOR PERMIT
34	01/01/2000	ISSUED FOR PERMIT
35	01/01/2000	ISSUED FOR PERMIT
36	01/01/2000	ISSUED FOR PERMIT
37	01/01/2000	ISSUED FOR PERMIT
38	01/01/2000	ISSUED FOR PERMIT
39	01/01/2000	ISSUED FOR PERMIT
40	01/01/2000	ISSUED FOR PERMIT
41	01/01/2000	ISSUED FOR PERMIT
42	01/01/2000	ISSUED FOR PERMIT
43	01/01/2000	ISSUED FOR PERMIT
44	01/01/2000	ISSUED FOR PERMIT
45	01/01/2000	ISSUED FOR PERMIT
46	01/01/2000	ISSUED FOR PERMIT
47	01/01/2000	ISSUED FOR PERMIT
48	01/01/2000	ISSUED FOR PERMIT
49	01/01/2000	ISSUED FOR PERMIT
50	01/01/2000	ISSUED FOR PERMIT
51	01/01/2000	ISSUED FOR PERMIT
52	01/01/2000	ISSUED FOR PERMIT
53	01/01/2000	ISSUED FOR PERMIT
54	01/01/2000	ISSUED FOR PERMIT
55	01/01/2000	ISSUED FOR PERMIT
56	01/01/2000	ISSUED FOR PERMIT
57	01/01/2000	ISSUED FOR PERMIT
58	01/01/2000	ISSUED FOR PERMIT
59	01/01/2000	ISSUED FOR PERMIT
60	01/01/2000	ISSUED FOR PERMIT
61	01/01/2000	ISSUED FOR PERMIT
62	01/01/2000	ISSUED FOR PERMIT
63	01/01/2000	ISSUED FOR PERMIT
64	01/01/2000	ISSUED FOR PERMIT
65	01/01/2000	ISSUED FOR PERMIT
66	01/01/2000	ISSUED FOR PERMIT
67	01/01/2000	ISSUED FOR PERMIT
68	01/01/2000	ISSUED FOR PERMIT
69	01/01/2000	ISSUED FOR PERMIT
70	01/01/2000	ISSUED FOR PERMIT
71	01/01/2000	ISSUED FOR PERMIT
72	01/01/2000	ISSUED FOR PERMIT
73	01/01/2000	ISSUED FOR PERMIT
74	01/01/2000	ISSUED FOR PERMIT
75	01/01/2000	ISSUED FOR PERMIT
76	01/01/2000	ISSUED FOR PERMIT
77	01/01/2000	ISSUED FOR PERMIT
78	01/01/2000	ISSUED FOR PERMIT
79	01/01/2000	ISSUED FOR PERMIT
80	01/01/2000	ISSUED FOR PERMIT
81	01/01/2000	ISSUED FOR PERMIT
82	01/01/2000	ISSUED FOR PERMIT
83	01/01/2000	ISSUED FOR PERMIT
84	01/01/2000	ISSUED FOR PERMIT
85	01/01/2000	ISSUED FOR PERMIT
86	01/01/2000	ISSUED FOR PERMIT
87	01/01/2000	ISSUED FOR PERMIT
88	01/01/2000	ISSUED FOR PERMIT
89	01/01/2000	ISSUED FOR PERMIT
90	01/01/2000	ISSUED FOR PERMIT
91	01/01/2000	ISSUED FOR PERMIT
92	01/01/2000	ISSUED FOR PERMIT
9		

EXHIBIT C

ADDENDA



EXHIBIT C - ADDENDA (BID ADDENDUM NOS. 2 AND 3)

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: July 9, 2020

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID ADDENDUM NO. 2 –
BEAR STREET IMPROVEMENT PROJECT (I-405 TO BAKER ST.)
CITY PROJECT NO. 20-14

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to seung.yang@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with CIPLIST.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check CIPLIST.com on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

- On Sheet "P-1," in the second paragraph, the words "**THIRTY (30) WORKING DAYS**" shall be changed to "**FIFTY (50) WORKING DAYS**."
- The remainder of the *Bid Contract Documents and Specifications* shall remain unchanged.

This Bid Addendum No. 2 must be acknowledged by signing on page "P-4" of the *Bid Contract Documents and Specifications*.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at seung.yang@costamesaca.gov.

Please acknowledge receipt of all addenda (**BOTH** Bid Addendums No. 1 and No. 2) by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,

Seung Yang
Principal Civil Engineer



EXHIBIT C - ADDENDA (BID ADDENDUM NOS. 2 AND 3)

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: July 17, 2020

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID ADDENDUM NO. 3 –
BEAR STREET IMPROVEMENT PROJECT (I-405 TO BAKER ST.)
CITY PROJECT NO. 20-14

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to seung.yang@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with CIPLIST.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check CIPLIST.com on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

- Attached herein and replace in its entirety, Sheet No's. 15 and 16 of the street and traffic improvement plans titled "CITY OF COSTA MESA ROAD REHABILITATION PROJECT BAKER STREET IMPROVEMENTS – I-405 TO BAKER STREET CAPITAL IMPROVEMENT PROJECT NO. 20-14."
- On Sheet "GP-1" in the NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS in SECTION D – GENERAL PROVISIONS in subsection 1-2 GENERAL, the second (2nd) paragraph shall be replaced in its entirety with the following:

Where specified in these specifications, the latest edition of the California Building Code, based on the latest edition of the International Building Code, the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," "Standard Plans of the Orange County Environmental Management Agency," and "Los Angeles County Flood Control District, Design Manual, Standard Drawings" shall apply *or unless otherwise noted in these specifications.*

- On Sheet "SP-40" in the NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS in SECTION E – SPECIAL PROVISIONS and in PART 7 STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS in subsection 701-17 TRAFFIC SIGNAL CONSTRUCTION, this subsection / paragraph shall be replaced in its entirety with the following:

Sections 86 and 87 of the 2010 Standard Specifications and Standard Plan of the State of California, Department of Transportation (Caltrans), Division of Highways, shall apply to all construction materials, methods, and payment, except as stated herein for Traffic Signal Construction. The Contractor shall visit the site during the bidding phase to estimate the quantities for replacement of existing systems as specified. Contractor shall also obtain existing record drawings for further verification of striping layout, which is also covered under Section 314-1 of these Special Provisions. Any changes or deviations between the plans and field markings shall be at the engineers' discretion at no additional expense.

- The remainder of the *Bid Contract Documents and Specifications* shall remain unchanged.

This Bid Addendum No. 3 must be acknowledged by signing on page "P-4" of the *Bid Contract Documents and Specifications*.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at seung.yang@costamesaca.gov.

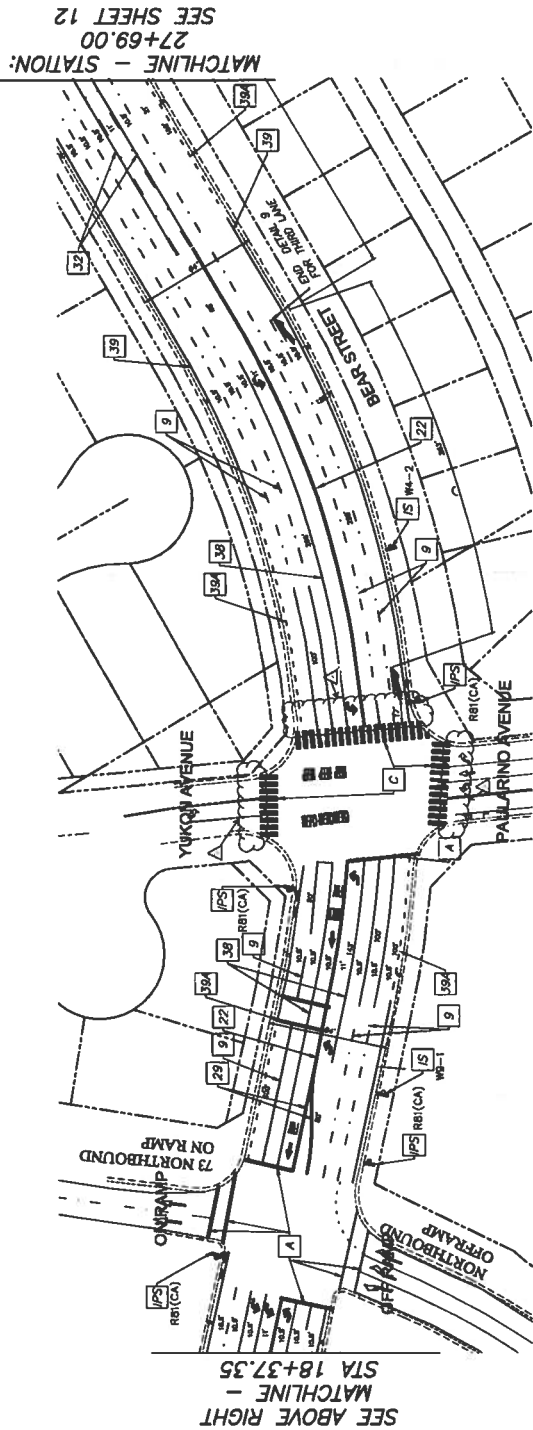
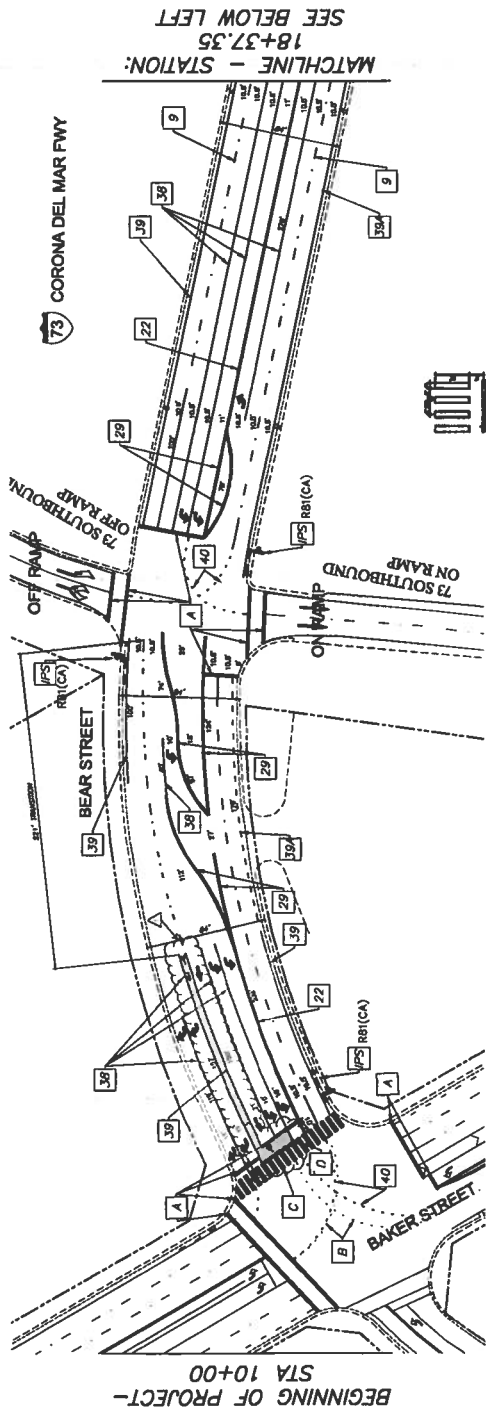
Please acknowledge receipt of **ALL three (3)** addenda (Bid Addendums No. 1, No. 2 and No. 3) by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Seung Yang
Principal Civil Engineer

EXHIBIT C - ADDENDA (BID ADDENDUM NOS. 2 AND 3)



ALL STRIPING AND PAVEMENT MARKING DETAILS AND LAYOUTS SHALL CONFORM TO THE CURRENT STATE OF CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS AND THE STATE OF CALIFORNIA STANDARD PLANS, UNLESS OTHERWISE SPECIFIED.

ALL WORK WITHIN THE STATE'S RW SHALL CONFORM TO THE REQUIREMENTS OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS AND STANDARD SPECIFICATIONS (2018).

REFRESH EXISTING STRIPING ON ADJACENT STREETS DAMAGED BY CONSTRUCTION.

☐ AS INSTALL SIGN ON EXISTING STREET LIGHT POLE

INSTALL POST AND SIGN

A INSTALL 12 WHITE LIGHT LINE/CROSSWALK

REMOVE EXISTING STAKING

100

 1-800-451-7243

INSTALL THERMOPLASTIC STRIPING PER CALTRANS STANDARD PLAN A20A, A20B, A20C, AND A20D DETAIL 9, 22, 29, 32, 38, 37B, 39, 39A, OR 40 AS NOTED ON STRIPING PLAN

INSTALL TYPE VI ARROW PER CALTRANS STANDARD PLAN A24A

INSTALL BIKE LANE SYMBOL AND BIKE LANE ARROW PER CALTRANS STANDARD PLAN A24A AND A24C.

 INSTALL KEEP CLEAR LEGEND PER CALTRANS STANDARD PLAN A24E WITH 12' WHITE LINES

F INSTALL SIGN ON EXISTING STREET LIGHT POLE

INSTALL POST AND SIGN

 INSTALL SIGNAL AHEAD LEGEND PER CALTRANS STANDARD
PLAN A24D

INSTALL 4 LEGEND PER C

 INSTALL TYPE IV ARROW PER CALTRANS STANDARD PLAN A24A

SIGNS TO BE INSTALLED



APPENDIX 43

CIP ##### CITY OF COSTA MESA SHEET NO 15

SIGNING & STRIPING

LEAD STREET CTA 10:00 TO 17:00 OF 16 SHTS

Notes: Order No.: 44-38861-1000
Order Date: 07-14-2004

NO-MARK
 Revision: N/A
 Date: N/A
 NO-MARK S N/A

iv
REVIEWED BY: 2202 Jule
Nicole Jule
Interwest Consulting &
(714) 889-0220
15143 Trestlestar Lane
Huntington Beach, CA 92648

CITY OF COSTA MESA
ACCEPTED BY:

[illegible]

2694

DATE: 11/11/11

	FILE NO.	REF ID:
--	----------	---------

[illegible]

PLANS SHALL NOT
BE PERMITTED
UNTIL ISSUED

ained within the
until an encroach-
grading permit has
signing these plans is
ability of the design
up after City acceptance
will be responsible for design

NOTE: The private right of accuracy and location does not apply to private engineers.

WORKING DAYS BEFORE YOU
1-800-227-7
SERVICE BY

...MORE
...DIG
...FREE

TC	YA	BB	DD
----	----	----	----

EXHIBIT C - ADDENDA (BID ADDENDUM NOS. 2 AND 3)

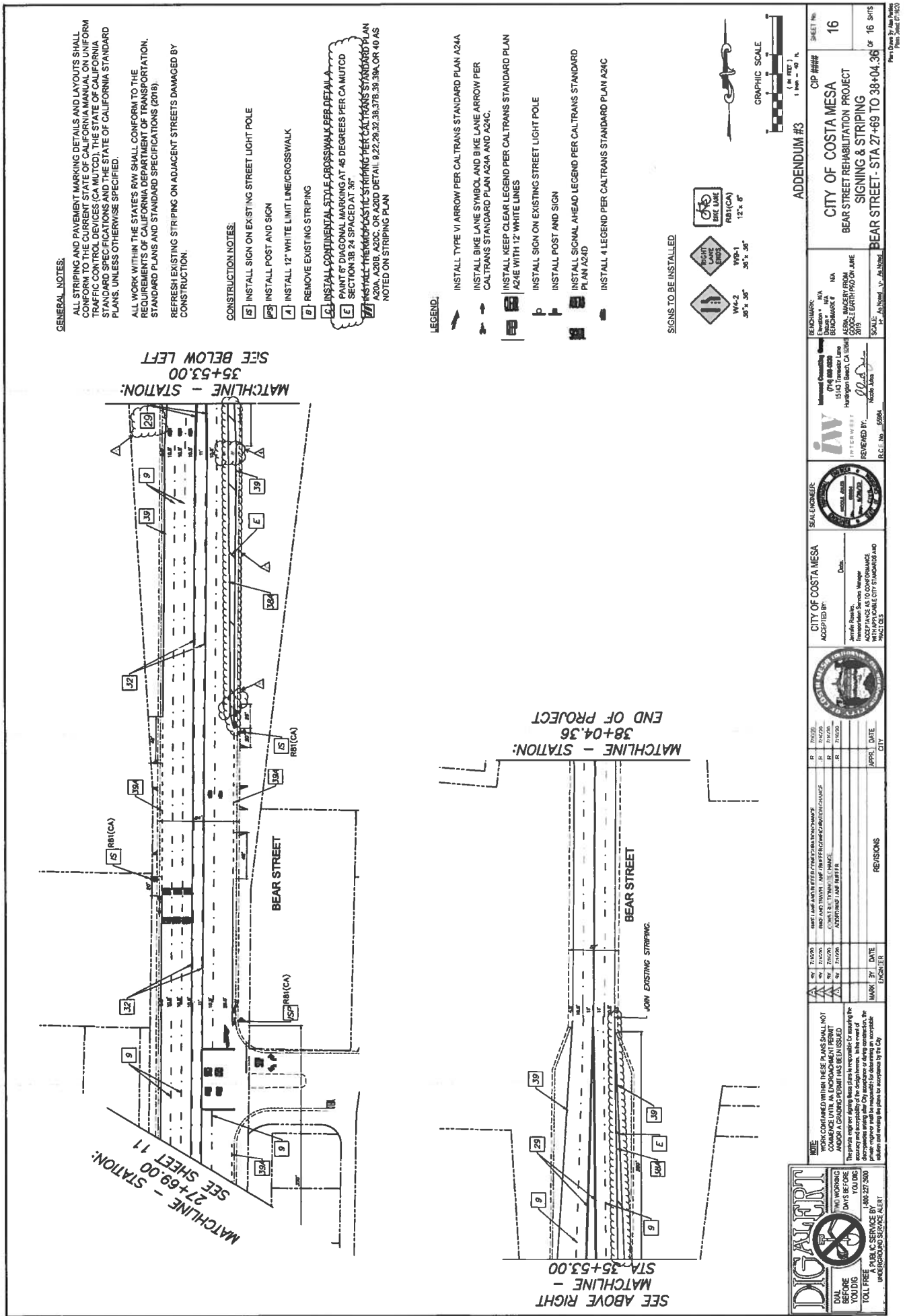


EXHIBIT D

BONDS

EXHIBIT D - BONDS

Premium is for contract term and is subject
to adjustment based on final contract price
Executed in: 3 Counterparts

Bond Number 7664016

FAITHFUL PERFORMANCE BOND
PUBLIC WORK

(The premium charge on this bond is \$ 2,598.00, being at
the rate of \$ 3.95 per thousand of the contract price)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has
entered into a contract dated _____, 20____, which is hereby incorporated by reference
herein, with All American Asphalt

hereinafter designated as the "Principal," for the work described as follows:
Bear Street Improvement Project (I-405 to Baker Street) City Project No. 20-14

_____; and
WHEREAS, said Principal is required by the terms of said contract to furnish a bond for the
faithful performance of said contract.

NOW, THEREFORE, We the Principal, and Fidelity and Deposit Company of Maryland,
a corporation organized and existing under the laws of the State of Illinois
and duly authorized to transact business under the laws of the State of California, as Surety, are held and
firmly bound unto the CITY OF COSTA MESA in the penal sum of Six Hundred Fifty Seven Thousand Seven Hundred
Seventy Seven and 00/100 Dollars (\$ 657,777.00), lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if the above bounden Principal, his or its heirs,
executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and
truly keep and perform the covenants, conditions and agreements in the said contract and any alteration
thereof made as therein provided, or his or their part, to be kept and performed at the time and in the
manner therein specified, and in all respects according to their true intent and meaning, and shall
indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated,
then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the
specifications accompanying the same shall in any wise affect its obligations on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
contract or the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 11th
day of August, 2020.

All American Asphalt

Edward J. Carls, Vice President
Fidelity and Deposit Company of Maryland

City of Costa Mesa Form - Public Work 2/00

William Syrkin, Attorney-in-Fact

EXHIBIT D - BONDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On August 20, 2020 before me, Kenona Nazari, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kenona Nazari
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Faithful Performance Bond - Costa Mesa

Document Date: August 11, 2020 Number of Pages: 4

Signer(s) Other Than Named Above: William Syrkin, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

☐ Individual

☒ Corporate Officer — Title(s): Vice President

☐ Partner ☐ Limited ☐ General

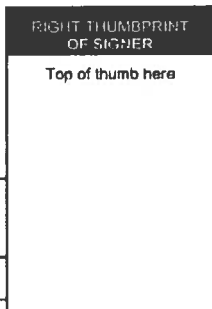
☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt



Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

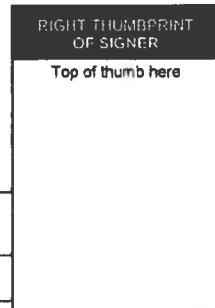


EXHIBIT D - BONDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 08/11/2020 before me, Liliana Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond No. 7664016 Document Date: 08/11/2020
Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXHIBIT D - BONDS

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President, of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 11th day of August, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclains@zurichna.com
800-626-4577

EXHIBIT D - BONDS

PRF7664016

Bond Number

City of Costa Mesa

Obligee

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

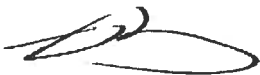
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William Syrkin, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

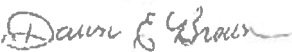
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of August, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**
Secretary

State of Maryland
County of Baltimore

On this 11th day of August, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Fidelity and Deposit Company of Maryland

of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle,
Automobile, Aircraft and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 12th day of March, 2019, I have set my hand and caused my official seal to be affixed this 12th day of March, 2019.



Ricardo Lara
Insurance Commissioner

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

EXHIBIT D - BONDS

Premium is included in the performance bond
Executed in: 3 Counterparts

Bond Number 7664016

**LABOR AND MATERIAL BOND TO ACCOMPANY CONTRACT
PUBLIC WORK**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has awarded to All American Asphalt

hereinafter designated as the "Contractor," a contract which is hereby incorporated by reference herein, for the work described as follows: Bear Street Improvement Project (I-405 to Baker Street) City Project No. 20-14

WHEREAS, said Contractor is required by the provisions of Chapter 7, Division 3, Title 15, Sections 3247-3248, Civil Code to furnish a bond in connection with said contract, as hereinafter set forth.

NOW, THEREFORE, We All American Asphalt

the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland
a corporation organized and existing under the laws of the State of Illinois
and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of Six Hundred Fifty Seven Thousand Seven Hundred
Seventy Seven and 00/100 Dollars (\$ 657,777.00), said sum being not less than one-half of the estimated amount payable by the said CITY OF COSTA MESA under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the above contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 11th day of August, 2020.

All American Asphalt

Edward C. Carr, Vice President
Fidelity and Deposit Company of Maryland

City of Costa Mesa Form - Public Work 2/00

William Syrkis, Attorney-in-Fact

EXHIBIT D - BONDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

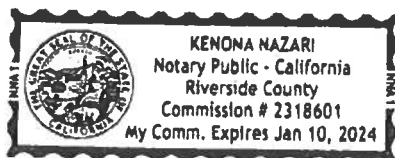
State of California

County of RiversideOn August 20, 2020 before me, Kenona Nazari, Notary Public
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Labor and Material Bond - Costa MesaDocument Date: August 11, 2020 Number of Pages: 4Signer(s) Other Than Named Above: William Syrkin, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

EXHIBIT D - BONDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

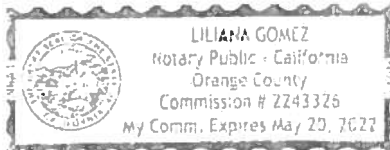
On 08/11/2020 before me, Liliana Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond No. 7664016 Document Date: 08/11/2020
Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

EXHIBIT D - BONDS

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, **Attorneys-in-Fact**. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President, of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of August, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclains@zurichna.com
800-626-4577

EXHIBIT D - BONDS

PRF7884018

Bond Number

City of Costa Mesa

Obligee

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8. of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William Sytkin, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of August, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

State of Maryland
County of Baltimore

On this 11th day of August, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President** and **Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Fidelity and Deposit Company of Maryland

of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle,
Automobile, Aircraft and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 12th day of March, 2019, I have set my hand and caused my official seal to be affixed this 12th day of March, 2019.*



Ricardo Lara
Insurance Commissioner

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

EXHIBIT E

DRUG-FREE WORKPLACE POLICY

EXHIBIT E - DRUG-FREE WORKPLACE POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

EXHIBIT E - DRUG-FREE WORKPLACE POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

EXHIBIT E - DRUG-FREE WORKPLACE POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.